Docket #0033 Date Filed: 11/25/2013

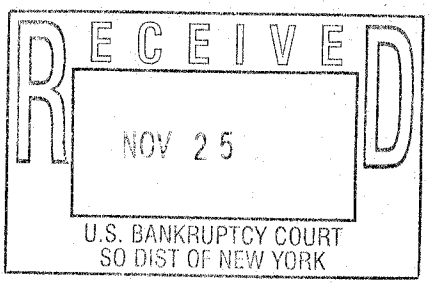
UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Alfredia Pruitt

Plaintiff

Case No. 12-12020 (MG)

Adv. Case No. 13-01350 (MG)



RESIDENTIAL CAPITAL

GMAC

Defendants

Response to Defendant

Preliminary Statement

It is very clear that adverse counsel has been persistent in trying to take every possible advantage of Plaintiff who admittedly is not an attorney and is **INDIGENT.** Defendant has taken wrongful actions against Plaintiff without any authority to do so, has ignored a break in the chain of title and taken advantage of Plaintiff's indigence, all to her disadvantage. Plaintiff , proceeds with faith in this court's integrity and that it will certainly see some of Defendants wrongful and unjust actions against plaintiff.

ARGUMENT

Defendant states Plaintiff case has been litigated, that is not true.

PLAINTIFF CASE HAS NEVER BEEN LITIGATED IN NO COURT! HER CASE HAS NEVER BEEN PRESENTED NOR HEARD, EVIDENCE WAS NEVER PRESENTED, DISCOVERY, NOTHING. I've been trying since 2010 to be heard by the court, and because of wiley counsel tactics, Plaintiff has been barred from presenting her side of the case. A requirement of Res Judicata and estoppels is the case



was litigated(never done in this case). Also while adverse counsel seeks to keep this court from giving due consideration to the truth about defendant's actions and procedures, it is humbly this ProSe Plaintiff's position that when the Defendant has committed several acts of fraud by persuading foreclosure rights, or standing, this court will see thru their multitudness and fraudulent actions.

It is Plaintiff's prayer that the court is able to see thru the fog of Defendant's attempts to subvert justice and give judgement for plaintiff against the Defendant.

I am indigent and each court I've been in knows this. Admittedly, I am not an Attorney, and have not been able to have the seven years of post high school education to be an attorney, I do know right from wrong and when I have been defrauded, as in the case here.

It is Plaintiff's prayer that the court is able to see thru the fog of Defendant's attempts to subvert justice and give judgement for Plaintiff against the Defendant

This **nineteenth** day of **November** 2013

Alfredia Pruitt

Alfredia Pruitt
4499 Beacon Hill Dr.
Lilburn GA 30047
770-668-3915

Attached is a copy of Plaintiff filing in State Court.

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Alfredia Pruitt
Plaintiff,

Case No. 11A-10675-3

V

Federal National Mortgage Association
GMAC, Fannie Mae, USAA Federal Savings Bank
MERS

RECEIVED
NOV 25
U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

I think about this day and night, admittedly, I don't have the education the wisdom that comes with the years of study, but the Lord blessed me with common sense. Our wonderful system of justice and equity demands that you as the judiciary look at the many wrongful acts already committed by Defendants, and base there on, I just believe that the judiciary will see how Defendant is attempting by its wrongful actions, to defraud Plaintiff. I'm sure the court knows by the great number of cases already decided adversely against mortgage companies, including GMAC, that there hands is everything but clean. There is no doubt that defendant's hands are not clean. Plaintiff has presented new evidence in her Motion to Reconsider or Reopen her previous filings. Plaintiff filed motions not knowing at the time what she was filing, Plaintiff was desperately trying to stay in her home, it

was unfair for GMAC take Plaintiff home and she was never given the opportunity for her case to be heard. At the least if nothing else, will this court please give Plaintiff permission for her case to be heard in Federal Court. GMAC has listed Plaintiff as their creditor, now they want to bar Plaintiff from responding or being heard. It seems clear that defendant's are trying their best to keep plaintiff's position from being considered. If this court does not want to hear the case, please allow Plaintiff to present her case in Federal court, since GMAC has taken her there as their creditor. It is unfair for GMAC to list me as a creditor, then try and bar me from representing myself as their creditor. I never got a chance to litigate my case. However, due to Defendant's fraudulent actions their efforts should be barred, from an equity basis. judgment should be granted for Plaintiff and against Defendant.

This **21st** day of **November** 2013.

Alfredia Pruitt
4499 Beacon Hill Dr.
Lilburn, GA 30047
770-668-3915

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of Motion for Reconsideration within and foregoing pleading upon all parties to this matter by depositing true and correct copy of same in U.SPOSTAL SERVICE OVERNIGHT MAIL AND REGULAR MAIL, with proper postage prepaid, addressed to counsel of record as follows:

GMAC Mortgage
c/o MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212)468-7900

Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Jennifer L. Marines

Counsel for the Debtors and
Debtors in Possessions

United States Bankruptcy Court
One Bowling Green
New York, NY 10004

RESIDENTIAL CAPITAL,LLC, et al
2335 Alaska Ave.
El Segundo, CA 90245

This Nine-teenth day of November, 2013

Alfredia Pruitt
4499 Beacon Hill Dr
Lilburn, GA 30047
Phone(770)-668-3915

IN THE SUPERIOR COURT FOR OF GWINNETT
STATE OF GEORGIA

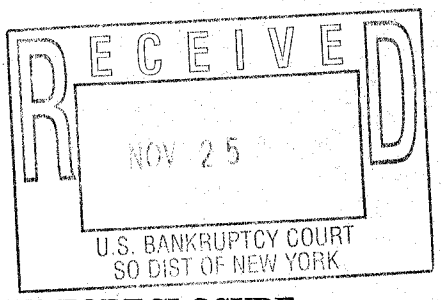
Alfredia Pruitt
Plaintiff,

Civil Action No: 10M-40065-11A-10084, etc.

CASE NO 13-A-098603

Vs.

FEDERAL NATIONAL MORTGAGE
MERS
GMAC
FANNIE MAE
USAA FEDERAL SAVINGS BANK
DEFENDANT



MOTION FOR RECONSIDERATION OF WRONGFUL FORECLOSURE

Comes Now Alfredia Pruitt files her motion for reconsideration, Plaintiff was indigent and shows to the court the following:

1. Plaintiff appeared Pro Se, "Erickson v. Pardus, 551 U.S. 89, 94, 127 S. Ct. 2197, 167 L.ED.2d 1081 (2007) Plaintiff's complaint should be liberally construed and "held to less stringent standards than formal pleadings drafted by attorneys. This is additional/amended claim to the complaint.

2. Plaintiff filed a chapter 13 bankruptcy filing at 8:30 a.m. on September 7, 2010 before the 10:00a.m. sale, in the Northern District of Georgia. Defendant did not file their lift of stay motion until September 21, 10. **Please See Bankruptcy Petition Exhibit 1.** Defendant states there was never a stay, why would they file a motion to Lift The Automatic Stay. Defendant appeared to be recognizing the validity of the existence of the automatic stay. That was Plaintiff third filing, Defendant was not granted the automatic stay lift until September 21, 2010. GMAC filed a Motion No Automatic Stay Is

In Effect, claiming GMAC holds a security interest on property of Debtor. Defendant had Plaintiff evicted from the September 7, 2010 Foreclosure sale. GMAC did not state it was acting as agent for the actual holder of the note; it asserted it was acting on its own behalf, but without authority to do so. Plaintiff obtained a residential mortgage loan from USAA Federal Savings Bank, the transaction was memorialized by two documents: a promissory note and a Deed to Secure debt(or a Security Deed). **Please See Note and Deed to Secure Debt. Exhibit 2.** The original Promise of the Promissory Note was USAA Federal Savings Bank, the original Grantee of the Security Deed was MERS "as nominee" for USAA Federal Savings Bank, and its Successor and Assigns.

4. USAA Federal Savings states there are no Assignments. Please see letter from USAA Federal Savings. **Exhibit 3**

3. GMAC Mortgage foreclosed on Plaintiff property without having any recorded interest as required by law.. **Please See Title Search Exhibit 2**

4. Plaintiff signed a promissory note with USAA Federal Savings Bank. **Please See Note Exhibit 2**

5. GMAC did not state it was acting as agent for the actual holder of the note; it asserted it was acting on its own behalf, but were without any authority to do so. Plaintiff obtained a residential mortgage loan from USAA federal Savings Bank, the transaction was memorialized by two documents: a **Promissory Note and a Deed to Secure Debt** (or Security Deed). **Please see Note and Deed to Secure Debt Exhibit 2.**

6. Only the Servicing agent may have standing if acting as an agent for the Holder assuming that the agent can both show agency status and that the principle is the holder, **e.g.re Vargas 396 B.R.(Banker, C.D.Cal.2008)at 520. If the owner is**

unknown MERS cannot show that the last entity to communicate instructions to the debtor is still holder of the note HSBC Bank, N.A. v Valetin, 21 N.Y.Mis.3d1123(A),2008 WL4764816(Table)(N.Y.Sup.),Nov.3,2008. USAA Federal Savings states they sold the mortgage in question before any foreclosure.

7. Letter from the **Attorney General** stating Plaintiff was elgible for a check in the amount of $840.00 because of GMAC/Ally servicing practices, due to the fact Plaintiff lost her home due to foreclosure. Therefore GMAC admits wrongful practices. **Please See letters from Attorney general Exhibit 4.**

8. Defendant states Debtor defaulted under the terms of the Note by failing to make the required payments there under, who can verify Plaintiff was in default?, if USAA Federal Savings Bank states they had nothing to do with the foreclosure(although they continued collecting payments from Plaintiff). GMAC never collected a payment, the note holder is the one that should have foreclosed and prove Plaintiff was in default. USAA Federal received all payments, if USAA states they have no interest, where did the Payments go.

9.. Notice of Foreclosure sale list GMAC Mortgage LLC as servicer and list GMAC Mortgage Corporation LLC as Creditor. The Title Search does not support neither. **Please see Foreclosure notice and Title Search exhibit 5.**

10. Plaintiff was not aware of being in default to GMAC, there is nothing of record showing Plaintiff owed GMAC money, the note doesn't show it, no assignments, no contracts or anything which gave GMAC the right to foreclose.

11. Only a **Secured Creditor** has a right to conduct a non-judicial foreclosure.

12. Gwinnett County Real Property records does not give GMAC standing for the position they took in this matter because of the break in the Chain of Title. **Please see Title Search Exhibit 2.**

13. On July 7, 2011, U.S. District Court Judge, Amy Totenberg, for the Northern District of Georgia held that a non-judicial fore-closure may be wrongful where the foreclosing **party does not hold the Security Deed and the note at the time of foreclosure.**

14. **Doctrine of Privities states:** An assignment must be in writing in order for the contractual right to be enforceable by the assignee, and recorded in order to be enforceable. Further the writing must identify the assignor and assignee [Cit] Scott v. Cushman & Wakefield of Ga. Inc App.264.265 9547 SE 2d 794) (2001); OCGA 9-2-10.(wasn't done in this case).

15.**Carpenter v Longman,** 83 U.S.271,274,21 L.E.D. 313 (1872) states: The note and mortgage are inseparable; the former as essential, the later as an incident. An Assignment of the Note carries the Mortgage with it, while an Assignment of the latter alone is a Nullity.(This is exactly what happened in this case, the owner of the note cannot be determined, because the note has been bifurcated). MERS did not hold both the Note and the Deed.

16. USAA Federal Savings Bank state they sold the note, Title Search does not show who the note was sold to, who hold the **Secured Instrument**.

The court knew by my actions and discussions in court I was in fact indigent.

17. Plaintiff shows an assignment of the Security Deed is not indicative of who holds the note, and the Promissory note shows no endorsement to GMAC.

18. A Promissory Note and a Security Deed are two separate, but interrelated instruments. See Frank S. Alexander, Georgia Real Estate Finance and Foreclosure Law, 3: (2010-11 ed). The Security Deed arises from the indebtedness memorialized in the Promissory Note, and "the Deed's power of sale depends] on default under the note." Boaz v. Latson, 260 Ga. App. 752, 580 S.E.2d 572, 578 (Ga.Ct.App.2003), 278 Ga. 113, 598 S.E.2d 485, 487 (Ga.2004).

18. The Security Instrument or Assignment thereof vesting the Secured Creditor with title of the Security Instrument shall be filed prior to the time of sale in the office of the clerk of the Superior court of the County in which the real property is located. O.C.G.A. 44-14-162(b). "Notice of the initiation of proceedings to exercise a power of sale in a mortgage, Security Deed, or other lien contract shall be given to the debtor by the Secured Creditor no later that 30 days before the date of the proposed foreclosure. O.C.G.A. 44-14-162.2(a)., Pursuant to the law of the State of Georgia.

19. GMAC was not a party of interest at the time of foreclosure.

20. Only a Secured Creditor has a right to conduct a non-judicial foreclosure.

21. Georgia law forbids foreclosure of the mortgage unless the creditor(possesses the properly-negotiated original Promissory note. If this can't be done the foreclosure is void. GMAC cannot produce the promissory note, therefore should not have proceeded with foreclosure.

22. These and other pertinent matters were never addressed, other than summarily, during which time Plaintiff was never allowed to present her position.

23. Defendant committed Fraud in their actions against Plaintiff by foreclosing without authority and failing to show they were the Secured Creditor of Record at the time of

Foreclosure.

24. Plaintiff is indigent and each court Plaintiff has been in knows this. Because of Plaintiff financial circumstances and certainly lack of assets: In light of Plaintiff residence being wrongfully taken away from her, Plaintiff is indigent. Admittedly, I am not an attorney, and have not been able to have the seven years of post high school education to be an attorney, I do know right from wrong, and when I have been defrauded, as in the case here.

25. As a court courtesy to the court, Please be advised that this matter is part of a much larger case against this mortgage company, in the following case, to wit:

Southern District of New York

Bankruptcy Court

Defendant GMAC Mortgage filed bankruptcy in the Southern District of New York, Plaintiff is listed as a Creditor in their chapter 11 filing. If there was no wrong doing why would GMAC list Plaintiff as a creditor.

26. Defendants knowingly or recklessly caused foreclosure complaints, motions and other pleadings to be filed in this State's court based on fabricated mortgage assignments and other bogus documents which falsely represented the identities of the owners and/or holders of Plaintiff's notes and mortgages with the intent that Plaintiffs, the courts, and recorder's offices would rely upon such representations.

Wherefore Plaintiff ask that this matter be reconsidered.

27. Plaintiff urges that this court set aside its order on the ground that in so ruling, the

Court relied upon the affidavit of Jeffrey Stephan, which was deficient under M.R. Civ. P. 56(e) because Jeffrey Stephen had signed the affidavit outside the presence of a notary without reading its contents, and Plaintiff feel fraud was involved in transferring title.

28. GMAC's high-volume and careless approach to affidavit signing has been exposed. Stephan himself was deposed December 10, 2009, in Florida. The Florida court required GMAC to file a Notice of Compliance, indicating its commitment to modify its affidavit signing procedures to conform to proper practices. The experience of this case reveals that, despite the Florida Court's order, GMAC's flagrant disregard apparently persists.

29. Jeffery Stephan earned the name Robo-signer, his nickname came from the robot-speed, at which the Robo-Signers are able to review, sign off and get important legal documents notarized. **Please see Stephan Deposition Exhibit 6.** Jeffrey Stephan affidavit was presented in bad faith.

30. Georgia law authorizes the Secured Creditor, the holder of the obligation, to exercise a power of sale. See O.C.G.A. 44-14-162 et seq. The Georgia Supreme Court has clearly indicated that the right to foreclose lies with the party that holds the indebtness, solely.

31. Plaintiff has exerted her best efforts to obtain counsel but due to her financial condition, and reluctance of counsel, and has had to proceed Pro Se. If justice is the goal of all concerned parties it would appear allowing the truth to come out would not be contrary to anyone.

32. On November 4, 2010, USAA Federal Savings Bank sent a letter to Plaintiff stating they were the Servicer, and offering assistance after the foreclosure, yet no agency

authority shown. **Please See Exhibit 8.**

33. **MERS had no authority** to assign Plaintiff's home to GMAC because there is a break in the Chain of Title.

34. Letters from USAA Federal Savings Bank after the September 7, 2010 Foreclosure. **Please see letters Exhibit 9.**

35. The Mortgage Assignment, signed by Jeffrey Stephan(Robo-signer), does not have a **seal affixed as required. Please See Assignment Exhibit 10.**

36. Defendant has USAA as the Promise of the Note and MERS as the Grantee of the Deed To Secure Debt of record, different unrelated parties, in the same transaction!

37. Plaintiff believes Jeffrey Stephan,(an admitted Robo-Signer) signature is different on Plaintiff's assignment than many across the country. **Please See Exhibit 11.**

38. USAA is shown to be the Promise of the Note. MERS is shown to be the Grantee of the Deed To Secure Debt. There is no Assignment to cure this break in the chain of title. Therefore the Foreclosure is improper.

39. On July 7, 2011, the U.S. District Court for the Northern District of Georgia held that a non-judicial foreclosure may be wrongful where the foreclosing party does not hold both the Security Deed and the Note at the time of the foreclosure.

40. Plaintiff feels victory should go to a party that has a better case, not better representation.

41. Plaintiff case was **NEVER LITIGATED ON THE MERITS.**

42. **Plaintiff title was Fraudulent transferred.**

43. All mortgage payments were made to USAA Federal Savings Bank.

44. Plaintiff requested information from GMAC, USAA Federal Savings Bank and their

attorney to provide evidence of the true legal holder of the note(never done).

45. Under the contract of the Deed of Trust and Civil Code Statue, only the lender or the Holder may initiate a foreclosing proceeding who is entitled to the payment, GMAC was not the lender nor Holder of the note, nor entitled to the payments. Please See Title Search Exhibit 2.

46. GMAC operated in bad faith by not verifying the assignment and submitting into the Gwinnett County Real Estate Record a document signed by Jeffrey Stephan a known robo-signer, and has admitted in a sworn deposition he did not sign documents in front of a notary, he would later sign. Please see Jeffrey Stephan deposition.

47. USAA Federal state they sold the mortgage, according to the Title Search, there is no record, therefore the Holder of the Note is unknown.

48. Plaintiff case has never been heard in front of a judge nor jury, Plaintiff is informed and believes that GMAC cannot produce an original note(USAA Federal Savings-the original lender states there are no assignments.

49. MERS had **no** authority to assign Plaintiff home to GMAC because the owner is unknown. Even if GMAC was collecting payments it cannot show USAA Federal Savings Bank is still the Holder of the Secured Instrument.

50. In July 2013, GMAC Mortgage reached an agreement with the Federal Reserve Board that ended the Independent Foreclosure Review. The agreement reached in July with GMAC Mortgage added more than 232,000 borrowers and required approximately $230 million in direct cash payments to borrowers.

51. USAA Federal States they are the owner, GMAC foreclosed as the Secured Creditor, although letters shows GMAC is claiming servicer, also USAA Federal Savings states

they are the servicer, and the Secured Creditor and GMAC is servicing on USAA Federal Savings behalf, all this was done after the September 7, 2010 foreclosure. USAA Federal states they sold the loan in question before any foreclosure, why are they claiming to be anything after the foreclosure.

52. Plaintiff obtained a residential mortgage loan from USAA Federal Savings Bank, the original Grantee of the Security Deed was MERS "as nominee" for USAA Federal Savings Bank and its Successor and Assigns. MERS executed a purported Assignment of the Security Deed to GMAC. GMAC is not now and has never been the holder of the note. The assignment of the Security Deed is not indicative of who holds the note. The Promissory note shows no endorsement to GMAC. **Please see Title Search Exhibit 2.**

53. The Separation of the Note and Security Deed create a substantial question of what entity has the right to foreclose when the borrower defaults on the loan.(USAA the original lender, states they have nothing to do with the foreclosure, although Plaintiff made all payments to USAA Federal Savings, GMAC could not foreclose, they had no authorization from the original lender because the Holder of the Secured Instrument that was entitled to the payments is UNKNOWN!). Who can even verify Plaintiff was in default. USAA Federal sold the loan, buyer unknown.

54. In the note and the Deed to Secure Debt, both dated August 30, 2006, the Promisee of the Note is USAA Federal Savings Bank, and Grantee of Deed to Secure Debt is a different party, which is MERS.(It should be the same). Please see note and Deed to Secure Debt.

55. Plaintiff is not trying to overload the court with her filings, if justice is the goal of all concerned parties, it would appear allowing the truth to come out would not be contrary

to anyone. Plaintiff case **was never litigated on the Merits.**

There is nothing recorded in records that shows GMAC or USAA Federal Savings is the **Holder of the Secured Instrument**. Please see Title Search. Exhibit 2.

56. Plaintiff received a letter from USAA Federal Savings Bank on September 16, 2010 Loan Paid in Full (who paid the loan, why is USAA Federal Savings still in the picture, they stated they have nothing to do with any foreclosure. **Please see letter Exhibit 7.**

57. It will take a jury trial, discovery and depositions to decide who Holds the "wet Ink" Secured Instrument.

58. Your honor I tried desperately to save my home, in-spite of GMAC putting us on the streets, they had to pay out billions, because of their wrong doings.

59. Plaintiff wrote many qualified request letters regarding who Holds The Secured Instrument, to date has not received it. **Please See Exhibit 12.**

60. Plaintiff feels she has a right to know who the right to know who own the Secured Instrument.

61. Plaintiff was indigent at the time of her filing and indigent today.

62. **Plaintiff's Title were slandered due to FRAUD.**

63. USAA Federal Savings and GMAC claim to be both Servicer and Secured Creditor in the same Note at the same time, it is not recorded as required by law, although USAA Federal Savings state they sold the mortgage in question, they still claimed part of ownership by offering Plaintiff assistance. Why did they continue collect payments from Plaintiff not one penny was ever collected by GMAC.

64. Plaintiff was in the Process of a loan modification with USAA Federal Savings Bank when her home was sold by GMAC.

65. It is Plaintiff's prayer that the court is able to see thru the fog of Defendants attempts to subvert justice and give judgement for Plaintiff against the Defendant.

This 19th day of November 2013.

Alfredia Pruitt

Georgia Attorney General and many across the country has found wrongdoings by GMAC in their foreclosure practices.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of Motion for Reconsideration within and foregoing pleading upon all parties to this matter by depositing true and correct copy of same in U.SPOSTAL SERVICE OVERNIGHT MAIL AND REGULAR MAIL, with proper postage prepaid, addressed to counsel of record as follows:

GMAC Mortgage
c/o MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212)468-7900

Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Jennifer L. Marines

Counsel for the Debtors and
Debtors in Possessions

United States Bankruptcy Court
One Bowling Green
New York, NY 10004

RESIDENTIAL CAPITAL,LLC, et al
2335 Alaska Ave.
El Segundo, CA 90245

This Nine-teenth day of November, 2013

Alfredia Pruitt
4499 Beacon Hill Dr
Lilburn, GA 30047
Phone(770)-668-3915

Exhibit 1

B1 (Official Form 1) (4/10)

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES BANKRUPTCY COURT

2010 SEP -7 AM 8:32

N. REGINA THOMAS
CLERK
BY
DEPUTY CLERK

Name of Debtor (if individual, enter Last, First, Middle): Pruitt Alfred	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 3328	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2369 Hickory Station Cr. Snellville GA 30078 ZIP CODE	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: Gwinnett	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): 10-86533 ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	

Type of Debtor (Form of Organization) (Check one box.)

- [X] Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form.*
- [ ] Corporation (includes LLC and LLP)
- [ ] Partnership
- [ ] Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box.)

- [ ] Health Care Business
- [ ] Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
- [ ] Railroad
- [ ] Stockbroker
- [ ] Commodity Broker
- [ ] Clearing Bank
- [ ] Other

Tax-Exempt Entity (Check box, if applicable.)

- [ ] Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)

- [ ] Chapter 7
- [ ] Chapter 9
- [ ] Chapter 11
- [ ] Chapter 12
- [X] Chapter 13
- [ ] Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- [ ] Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts (Check one box.)

- [X] Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- [ ] Debts are primarily business debts.

Filing Fee (Check one box.)

- [X] Full Filing Fee attached.
- [ ] Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- [ ] Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:
- [ ] Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- [ ] Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:
- [ ] Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,343,300 (*amount subject to adjustment on 4/01/13 and every three years thereafter*).

Check all applicable boxes:
- [ ] A plan is being filed with this petition.
- [ ] Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information — THIS SPACE IS FOR COURT USE ONLY

- [ ] Debtor estimates that funds will be available for distribution to unsecured creditors.
- [ ] Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000
	[X]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

Estimated Assets	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion
	[ ]	[ ]	[X]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

Estimated Liabilities	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion
	[ ]	[ ]	[X]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]*

Consumer Credit Counseling

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: Rhodia Pruitt

Date: 9/7/10

B1 (Official Form) 1 (4/10) Page 3

Voluntary Petition *(This page must be completed and filed in every case.)*	Name of Debtor(s):

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date 9-7-10

Signature of Attorney*

X _____
Signature of Attorney for Debtor(s)

Printed Name of Attorney for Debtor(s)

Firm Name

Address

Telephone Number

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. *Certified copies of the documents required by 11 U.S.C. § 1515 are attached.*

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income ($235 filing fee, $39 administrative fee: Total fee $274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization ($1000 filing fee, $39 administrative fee: Total fee $1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman ($200 filing fee, $39 administrative fee: Total fee $239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

Exhibit 2

NOTE

August 30, 2006 [Date] | Norcross [City] | GEORGIA [State]

2360 Hickory Station Circle, Snellville, GA 30078 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 271,330.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is USAA Federal Savings Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 01, 2006 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 01, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Attn: Payment Processing, P.O. Box 205, Waterloo, IA 50704-0205 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 1,759.84 .

4. BORROWER'S RIGHT TO PREPAY.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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10. APPLICABLE LAW

Lender is a federally chartered savings bank governed, in part, by the Home Owner's Loan Act of 1933 and the rules and regulations promulgated pursuant thereto (the "Act"). To the extent permitted by the Act, this Note will be governed by applicable federal law and by the interest rate and usury provisions of the state of Texas.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Alfredia Pruitt (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Pay to the Order of

_____

without recourse

USAA Federal Savings Bank

By _____

Name Heather Cosida

Title Processing Supervisor

[Sign Original Only]

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Redacted

USSN (0104)

00422

BK46975 PG0422

Return To:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2006 SEP -5 PM 2:00

TOM LAWLER, CLERK

Prepared By:

Thomas Goode
10750 McDermott Freeway
San Antonio, TX 78288

GEORGIA INTANGIBLE TAX PAID
$ 814.50
TOM LAWLER
SUPERIOR COURT GWINNETT
COUNTY, GEORGIA

Return to: S. Alan Cohn
Hudnall Cohn & Abrams, PC
3550 Engineering Drive Suite 100
Norcross, GA 30092

[Space Above This Line For Recording Data]

SECURITY DEED

MIN 100105600020422779

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 30, 2006 together with all Riders to this document.
(B) "Borrower" is Alfredia Pruitt, a single person

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(D) "Lender" is USAA Federal Savings Bank

Lender is a Federally Chartered Savings Bank
organized and existing under the laws of the United States of America
Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288

(E) "Note" means the promissory note signed by Borrower and dated August 30, 2006
The Note states that Borrower owes Lender Two Hundred Seventy One Thousand Three Hundred Thirty And Zero/100 Dollars
(U.S. $271,330.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 01, 2036
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

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Initials: [signature]

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in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of Gwinnett :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Exhibit 'A' Legal Description attached hereto and made a part hereof.

Parcel ID Number:
2360 Hickory Station Circle
Snellville
("Property Address"):

which currently has the address of [Street]
[City] , Georgia 30078 [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower Redacted will defend generally the title to the Property against all claims and of record.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

Redacted

Initials: _____

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BK46975PG0435

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Alfredia Pruitt (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF GEORGIA, County ss:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public, State of Georgia

SUSAN F SMEGAL NOTARY PUBLIC GEORGIA DEKALB COUNTY My Comm. Expires February 1, 2003

Redacted

0011146252

-6A(GA) (0008).02

Form 3011 1/01

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BK46975 PG0436

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Olde Hickory Village, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

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BK46975PG0437

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of August, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to USAA Federal Savings Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2360 Hickory Station Circle, Snellville, GA 30078

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in The Deed, The Declaration of Covenants, Conditions and Restrictions,

(the "Declaration"). The Property is a part of a planned unit development known as OLDE HICKORY VILLAGE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

Redacted

609146252

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Initials: _____

VMP-7R (0411) VMP Mortgage Solutions, Inc. (800)521-7291

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

608146252

Initials: _____ Form 3150 1/01

Redacted

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Alfredia Pruitt (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Redacted

608146252

-7R (0411) Page 3 of 3 Form 3150 1/01

GEORGIA-CONVENTIONAL
GRANTOR: Alfredia Pruitt
LENDER: USAA Federal Savings Bank
DATE OF SECURITY DEED: August 30th, 2006

BK46975 PG0440

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICES OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF SAID DEED TO SECURE DEBT; (2) WAIVE ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHTS OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN SAID DEED TO SECURE DEBT; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; (5) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED AND NO OTHER; AND (6) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, Sealed and delivered
in the presence of:

Alfredia Pruitt (Seal)
Alfredia Pruitt Grantor

Witness

Notary Public

SUSAN F SMEGAL NOTARY PUBLIC GEORGIA February 1, 2010 FULTON COUNTY

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of the Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions, thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under the power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me
on the date set forth above.

NOTARY PUBLIC

DENISE BOMMOCK NOTARY PUBLIC BIBB COUNTY GEORGIA My Comm. Expires Jan 1, 2008

CLOSING ATTORNEY

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A. Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

Alfredia Pruitt

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FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
2006 SEP -5 PM 2:00
TOM LAWLER, CLERK

PT-61 #067-2006-034785
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
$ 27.40
TOM LAWLER CLERK OF
SUPERIOR COURT

Return to: S. Alan Cohn
Hudnall, Cohn & Abrams, P.C
3550 Engineering Drive, Suite 100
Norcross, Georgia 30092

File #06A-7371/Pruitt

WARRANTY DEED

State of Georgia
County of Gwinnett

This Indenture made this 30th day of August, in the year Two Thousand Six, between

Lowell Pratt Residential, LLC

of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Alfredia Pruitt

of the County of Gwinnett, and State of GA, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveys and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Olde Hickory Village, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in presence of:

Unofficial Witness

Notary Public
my commission expires

Lowell Pratt Residential, LLC

By: _____ (SEAL)
Kenneth Biggerstaff, Manager

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BK46975 PG0422

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
2006 SEP -5 PM 2:00
TOM LAWLER, CLERK

Return To:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

Prepared By:

Thomas Goode
10750 McDermott Freeway
San Antonio, TX 78288

GEORGIA INTANGIBLE TAX PAID
$ 814.50
TOM LAWLER
SUPERIOR COURT GWINNETT
COUNTY, GEORGIA

Return to: S. Alan Cohn
Hudnall Cohn & Abrams, PC
3550 Engineering Drive Suite 100
Norcross, GA 30092

[Space Above This Line For Recording Data]

SECURITY DEED

MIN 100105600020422779

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 30, 2006, together with all Riders to this document.
(B) "Borrower" is Alfredia Pruitt, a single person

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(D) "Lender" is USAA Federal Savings Bank

Lender is a Federally Chartered Savings Bank
organized and existing under the laws of the United States of America
Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288

(E) "Note" means the promissory note signed by Borrower and dated August 30, 2006
The Note states that Borrower owes Lender Two Hundred Seventy One Thousand Three Hundred Thirty And Zero/100 Dollars
(U.S. $271,330.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 01, 2036 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

49198
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BK49198PG0246

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2008 DEC 11 PM 2:28
TOM LAWLER, CLERK

314383

Our File No.: 52607708-FTI
Debtor: Alfredia Pruitt
Sale Date: 01/06/2009

Return to
Prommis Solutions, LLC
1544 Old Alabama Road
Roswell, GA 30076

ASSIGNMENT

STATE OF Pennsylvania
COUNTY OF Montgomery

For value received, Mortgage Electronic Registration Systems, Inc. has this day transferred, sold, assigned, conveyed and set over to GMAC Mortgage, LLC, whose address is 1100 Virginia Drive, Fort Washington, PA 19034, as Assignee, its successors, representatives and assigns, all its right, title and interest in and to a certain Security Deed (or Deed to Secure Debt) executed by Alfredia Pruitt to Mortgage Electronic Registration Systems, Inc., dated August 30, 2006, recorded in Deed Book 46975, Page 422, Gwinnett County, Georgia Records.

Property Address: 2360 Hickory Station Circle, Snellville, Georgia 30078

The Assignor herein specifically transfers, sells, conveys and assigns to the above Assignee, its successors, representatives and assigns, the aforesaid Security Deed, the property described therein, the indebtedness secured thereby together with all the powers, options, privileges and immunities therein contained.

The Assignor herein has this day sold and assigned to the Assignee herein the note secured by the aforesaid Security Deed and this transfer is made to secure the Assignee, its successors, representatives and assigns, in the payment of said note.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this Nov. 25th, 2008.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Simon Tornes, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: _____
Jeffrey Stephan
Title: Vice President

By: _____
Kristine Wilson
Title: Assistant Secretary
(Corporate Seal)

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00389

BK50541 PG0389

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
2011 FEB 14 PM 2:00
TOM LAWLER, CLERK

When Recorded, Return to:
Mr. Anthony DeMarlo/scurry /FNMA
McCurdy & Candler, L.L.C.
3525 Piedmont Road NE, Six Piedmont Center, Suite 700
Atlanta, GA 30305

PT-61# 067-2011-002687
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
$ 0.00
TOM LAWLER CLERK OF
SUPERIOR COURT

FORECLOSURE DEED

GMAC Mortgage Corporation
File No. 08-00987 /Alfredia Pruitt

STATE OF Pennsylvania
COUNTY OF ~~Montgomery~~

THIS INDENTURE made and entered into September 7, 2010, by and between Alfredia Pruitt, acting by and through her duly appointed agent and attorney-in-fact, GMAC Mortgage Corporation, LLC, Party of the First Part, and GMAC Mortgage, LLC as Party of the Second Part,

WITNESSETH: That, whereas, heretofore on August 30, 2006, Alfredia Pruitt executed a certain Deed to Secure Debt to Mortgage Electronic Registration Systems Inc., which is recorded in Deed Book 46975, Page 422, Gwinnett County, Georgia records, and **lastly assigned to GMAC Mortgage Corporation, LLC by Assignment recorded in Deed Book 49198, Page 246, Gwinnett County, Georgia records**; and which conveys the property hereinafter described to secure an indebtedness described therein, and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Deed to Secure Debt and became in default and under the terms thereof the entire principal and interest was declared due and payable, and

WHEREAS, the said GMAC Mortgage Corporation, LLC, as aforesaid, according to the terms of said Deed to Secure Debt did expose said property for sale to the highest and best bidder for cash on the first Tuesday in September, 2010, within the legal hours of sale before the Courthouse door in Gwinnett County, Georgia, after first advertising said sale by a notice published in Gwinnett Daily Post once a week for four weeks immediately preceding said sale and complying with the terms of said Deed to Secure Debt and said advertising, and

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File No. 08-00987

WHEREAS, the property hereinafter described was knocked off to the Party of the Second Part, GMAC Mortgage, LLC, being the highest and best bidder for cash, at and for the sum of Two Hundred Eighty-Four Thousand Five Hundred Seventy-Six and 74/100 Dollars ($284,576.74).

NOW, THEREFORE, in consideration of the premises and the said sum of Two Hundred Eighty-Four Thousand Five Hundred Seventy-Six and 74/100 Dollars ($284,576.74), cash in hand paid, the receipt of which is hereby acknowledged, the said Alfredia Pruitt, acting by and through her duly appointed agent and attorney-in-fact, GMAC Mortgage Corporation, LLC, as aforesaid, does hereby sell, transfer and convey unto GMAC Mortgage, LLC its successors and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Old Hickory Village, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

Notice of the foreclosure sale as required by Georgia Law in the form of a copy of the Notice of Sale submitted to the publisher was provided to the debtor at least thirty (30) days prior to the foreclosure sale on September 7, 2010.

Said property is conveyed subject to any outstanding taxes or assessments which may be liens against said property, any matters disclosed by survey and inspection, any liens, encumbrances, restrictions, covenants, zoning ordinances and any matters of record superior to the foreclosed Security Deed.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it, the said party of the Second Part, its successors and assigns, forever, in FEE SIMPLE.

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File No. 08-00987

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his/her hand and affixed his/her seal, this 30th day of January 2011; effective as of the day and year first above written.

Alfredia Pruitt

BY: GMAC Mortgage Corporation, LLC

BY: _____
Name: Susan Turner
Title: Authorized Officer

BY: _____
Name: Matthew Ferragamo
Title: Authorized Officer

As Attorney-in-Fact

Signed, Sealed and Delivered
in the presence of:

_____
Witness Anthony McLaughlin

_____
Notary Public

My Commission Expires:_____

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Trina Wiltbank, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 10, 2013
Member, Pennsylvania Association of Notaries

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BK50541 PG0392

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2011 FEB 14 PM 2:00
TOM LAWLER, CLERK

When Recorded, Return to:
Mr. Anthony DeMario/File No. 08-00987
scurry /FNMA
McCurdy & Candler, L.L.C.
3525 Piedmont Road NE, Six Piedmont Center, Suite 700
Atlanta, GA 30305

PT-61# 067-2011-002688
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
$ none
TOM LAWLER CLERK OF
SUPERIOR COURT

SPECIAL WARRANTY DEED

STATE OF Pennsylvania
COUNTY OF Montgomery

THIS INDENTURE made September 7, 2010, between **GMAC Mortgage, LLC,** as Grantor and **Federal National Mortgage Association its successors and assigns,** whose address is P.O. Box 650043, Dallas, TX 75265-0043, as Grantee.

WITNESSETH: That Grantor for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Old Hickory Village, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

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BK50541 PG0393

File No. 08-00987

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, Grantee's heirs and assigns, forever, in Fee Simple.

AND THE SAID Grantor, for Grantor, Grantor's heirs, executors, administrators, successors and assigns will warrant and forever defend the right and title to the above-described property, unto the said Grantee, Grantee's heirs, successors and assigns, against the lawful claim of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, the said Grantor has executed the indenture under seal this 18th day of January, 2011; effective as of the day and year first above written.

GMAC Mortgage, LLC

BY: _____

Name: Susan Turner
Title: Authorized Officer

BY: _____

Name: Matthew Ferragame
Title: Authorized Officer

Signed, Sealed and Delivered
in the presence of:

_____

Witness ANTHONY MCLAUGHLIN

_____

Notary Public

My Commission Expires: _____
[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Trina Wilbank, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 10, 2013
Member, Pennsylvania Association of Notaries

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00710

BK51460 PG0710

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2012 JUN 28 PM 2:00
RICHARD ALEXANDER, CLERK

O'KELLEY & SOROHAN
ATTORNEYS AT LAW, LLC
2170 SATELLITE BLVD., STE 375
DULUTH, GEORGIA 30097

Snellville OS
2336 Wisteria Drive, Ste. 210 Snellville, GA 30078
File # 1903GMAC
Property address: 2360 HICKORY STATION CIRCLE, SNELLVILLE, GA 30078

PT-61# 067-2012-017789
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
$ 134.00
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

STATE OF Texas
COUNTY OF Dallas

SPECIAL WARRANTY DEED

THIS INDENTURE made this 23 day of May, 2012, between

USAA FEDERAL SAVINGS BANK,

as party or parties of the first part, hereinafter called Grantor, and

ELIZABETH HALL,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the real property described in **Exhibit "A"** attached hereto and incorporated herein.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

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IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

USAA FEDERAL SAVINGS BANK

By: _____ (Seal)

Its: Authorized officer

By: Amber Barham (Seal)

Its: Authorized Officer

Witness Tyler Gosselin

Witness Sebrena Jones

Donald Albers

Notary Public

My Commission expires 2/3/16

DONALD ALBERS
Notary Public, State of Texas
My Commission Expires
February 03, 2016

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1903GMAC

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Olde Hickory Village Subdivision, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

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FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA

2012 JAN 27 PM 2:00

RICHARD ALEXANDER, CLERK

Recordation Requested By:
Federal National Mortgage Association
14221 Dallas Parkway, Suite 1000
Dallas, Texas 75254

~~**After Recording Mail To:**~~
USAA Federal Savings Bank
10750 McDermott Freeway
Mail Stop BK-D
San Antonio, Texas 78288

Order No.: 6998734
Reference No.: 1702019629

PT-61 # 107-2012-002235
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
$ none
RICHARD T. ALEXANDER, JR. CLERK OF SUPERIOR COURT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: RECORDING COORDINATORS

QUITCLAIM DEED

TITLE OF DOCUMENT

State of Georgia

Gwinnett County

THIS INDENTURE, made this 24 day of January in the year of our Lord Two Thousand twelve (2012), between

Federal National Mortgage Association, its successors and assigns, as party or parties of the first part, hereinafter called Grantor,

WHOSE address is 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254,

AND

USAA Federal Savings Bank, as party or parties of the second part, hereinafter called Grantee,

WHOSE mailing address is 10750 McDermott Freeway, Mail Stop BK-D, San Antonio, Texas 78288,

The words "Grantor" and "Grantee" are to include their respective heirs, successors and assigns where the context requires or permits

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND NO/100 DOLLAR ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all right, title interest, claim or demand which the Grantor has or may have had in and to the following described property situated in Gwinnett County, Georgia, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

MORE commonly known as: 2360 Hickory Station Circle, Snellville, Georgia 30078
Assessor's Parcel Number: 5-059-441

Prior Recorded Doc. Ref.: Type of Document - Deed: Recorded February 14, 2011; DB 50541, PG 0392

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Exempt per Section 309(c)(2) of the Federal National Mortgage Association Charter Act, codified at 12 U.S.C. section 1723a(c)(2)

With all rights, members and appurtenances to the said described premises in anywise appertaining or belonging;

However, subject to any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record;

To have and to hold the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Federal National Mortgage Association, its successors and assigns

BY: _____

Printed Name & Title: Samantha Hoag Sr. Deed Specialist

of National Default Title Services, a
Division of First American Title Insurance
Company, Attorney in fact and/or agent for
Federal National Mortgage Association, its successors and assigns

_____
Unofficial Witness Signature

Robert Reyna
_____
Unofficial Witness Printed Name

NOTARY STAMP/SEAL

_____
Notary Public

Brian Hasan Senel
_____
Printed Notary Name
My Commission Expires: 6/17/15

Date: 1/24/12

BRIAN HASAN SENEL
COMM. #1941137
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JUNE 17, 2015

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BK51130 PG0679

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 59 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 158, OLD HICKORY VILLAGE, PHASE 2C, AS PER PLAT RECORDED IN PLAT BOOK 115, PAGES 115 AND 116, GWINNETT COUNTY, GEORGIA RECORDS; WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

USAA FEDERAL SAVINGS
44556440 GA
FIRST AMERICAN ELS
QUIT CLAIM DEED

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O'KELLEY & ... LAW, LLC
ATTORNEYS AT LAW, LLC
2170 SATELLITE BLVD., STE 375
DULUTH, GEORGIA 30097

BK51460 PG0713

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2012 JUN 28 PM 2:00
RICHARD ALEXANDER, CLERK

Return To:
Ally Bank (Corp.)

c/o Indecomm, 2925 Country
Drive Mail Stop ED- GM 3000
St. Paul, MN 55117

Prepared By:
Angela Weise

1100 Virginia Drive
Fort Washington, PA 19034

ISUE
GEORGIA INTANGIBLE TAX PAID
$ 222.00
RICHARD T. ALEXANDER, JR.
SUPERIOR COURT GWINNETT
COUNTY, GEORGIA

[Space Above This Line For Recording Data]

SECURITY DEED

MIN 100037506879579424

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 05/25/2012 together with all Riders to this document.
(B) "Borrower" is Elizabeth Hall

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(D) "Lender" is Ally Bank (Corp.)

Lender is a Bank Chartered
organized and existing under the laws of Utah
Lender's address is 1100 Virginia Drive, Fort Washington, PA 19034

(E) "Note" means the promissory note signed by Borrower and dated 05/25/2012
The Note states that Borrower owes Lender Seventy Four Thousand
Dollars
(U.S. $ 74,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2042
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

WAIVER OF HOME EQUITY CLOSING ATTY. AFF.

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

Bill Detail

Tax Account

Parcel ID	Property Type	Status
R5059 441	Real Property	Active

Mailing Address:
HALL ELIZABETH
2360 HICKORY STATION CIR
SNELLVILLE , GA 30078-6195

Situs:
2360 HICKORY STATION CIR

Tax District
SNELLVILLE

Legal Description
L158 OLDE HICKORY VILLAGE PH 2C

Tax Values

Class Codes		101-Residential SFR
Description	Market Value	Assessed Value
Land	$30,000.00	$12,000.00
Improvement	$104,000.00	$41,600.00
Total	$134,000.00	$53,600.00

Assessments

Operation	Net Tax	Savings
School Taxes	$863.28	$198.00
STATE OF GEORGIA TAXES	$7.74	$0.30
City of Snellville Taxes	$247.94	$14.70
County Incorporated No Police	$506.43	$112.65
Sub Total	$1,625.39	$325.65
Bond	**Net Tax**	**Savings**
School Taxes	$89.38	$20.50
County Incorporated No Police	$12.86	$0.00
Sub Total	$102.24	$20.50
Special Assessment	**Net Tax**	**Savings**
SNELLVILLE STORMWATER FEES	$37.20	$0.00
Sub Total	$37.20	$0.00
Total Tax	$1,764.83	$346.15

Note: You may click on the individual Authorities to view a detailed breakdown.

Tax Installment Information

Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	21962957	10/3/2013	2013	$0.00	$0.00	$0.00	$0.00
Total Due:				$0.00	$0.00	$0.00	$0.00

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2013	21962957	B13.85980	$1,764.83	9/30/2013

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 59 OF THE 5TH DISTRCIT, GWINNETT COUNTY, GEORGIA, BEING LOT 158, OLDE HICKORY VILLAGE SUBDIVISION, PHASE 2-C, AS PER PLAT RECORDED IN PLAT BOOK 115, PAGES 115 AND 116, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

Exhibit 3

USAA FEDERAL SAVINGS BANK

PO BOX 205, Waterloo, IA 50704-0205

March 28, 2011

Alfredia Pruitt
2360 Hickory Station Circle
Snellville GA 30078

RE: Account Number: 0702113416
Property Address 2360 Hickory Station Circle
Snellville GA 30078

Dear Alfredia Pruitt:

This letter is in response to your inquiry regarding the above-referenced account.

Per your request, enclosed you will find a copy of the Note. This loan is registered with MERS, MIN # 100105600020422779; therefore, there are no assignments. The loan originated August 30, 2006 with USAA Federal Savings Bank.

The current owner of the loan is Fannie Mae, 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, phone number 1-800-732-6643. GMAC Mortgage is currently servicing the account on behalf of USAA Federal Savings Bank, however, and all inquiries should be directed to our office. If U.S

If you have any further questions, please contact Customer Care at 1-877-569-4632 between the hours of 7:00 am to 8:00 pm CT Monday through Friday.

Customer Care
Loan Servicing

KB

How can USAA Federal Savings state GMAC is servicing on behalf of them + state in a letter they have nothing to do with it.

Exhibit 4

Attorney General of Georgia
PO Box 8043
Faribault, MN 55021-9443

June 12, 2013

1 0010670439-0100347432

ALFREDIA PRUITT
4574 CREEK FOREST CT
LILBURN, GA 30047-8937

GEORGIA DEPARTMENT OF LAW

SAMUEL S. OLENS
ATTORNEY GENERAL

Re: National Mortgage Settlement

Dear Borrower:

Thank you for filing a claim to receive a payment from the National Mortgage Settlement fund. Your payment is one result of the agreement reached between our office, other state and federal law enforcement officials, and the country's five largest mortgage servicers. Your payment amount is based on the terms of the Settlement and the total number of eligible borrowers who filed claim forms.

Please cash or deposit your payment check as soon as possible. If the check is not cashed within ninety (90) days from the date on the check, it will become null and void and your right to receive the payment will be lost.

If you have any questions regarding your settlement check, please visit the Settlement website at www.nationalmortgagesettlement.com or call the office of the Settlement Administrator toll free 1-866-430-8358 (hearing impaired call 1-866-494-8281), Monday through Friday 7:00 a.m. – 7:00 p.m. Central Time.

Sincerely,

Sam Olens
Attorney General

*** Neither your State Attorney General nor the Settlement Administrator can offer individual tax advice. Please contact a professional tax advisor or other qualified financial counselor with any questions concerning taxes. For tax information about your distribution, please see www.nationalmortgagesettlement.com/taxinfo.

GEORGIA DEPARTMENT OF LAW

SAMUEL S. OLENS
ATTORNEY GENERAL

Date: October 1, 2012
Account Number: 0702113416
Claimant ID: 0010670439
Property Address:
2360 HICKORY STATION CIRCLE
SNELLVILLE GA 30078

ALFREDIA PRUITT
PO BOX 1312
NORCROSS, GA 30091-1312

Dear Borrower:

You may be eligible to receive a payment of at least $840.00 as a part of the National Mortgage Settlement. My office, our state mortgage regulator, and the federal government have reached a historic settlement with the country's five largest mortgage servicers. **This payment amount is based on 100% of all eligible borrowers submitting claim forms, and therefore the payment you receive will very likely be higher.**

Records show you had a loan serviced by Ally/GMAC and that you may be included in the Settlement because you lost your primary residence to foreclosure between January 1, 2008 and December 31, 2011.

If you choose to participate, the amount you receive will very likely be more than $840.00, depending upon the total number of people who decide to participate, but it will not be less. You also keep your rights to pursue a lawsuit against your mortgage servicer. You may get a payment from this Settlement even if you participate in another foreclosure claims process. However, any payment you receive from this Settlement may reduce payments you may be eligible to receive in any other foreclosure claims process or legal proceeding.

You must file your claim online or mail it using the enclosed prepaid envelope by **January 18, 2013** to get your payment.

Your claim form has been customized for your loan and cannot be used by anyone else. If you choose to file online, you will need your customized claimant ID number (located in the upper right corner) to file a claim.

Please read the enclosed commonly asked questions for more information about the Settlement. If you have further questions:

- Visit www.nationalmortgagesettlement.com;
- Call toll free 1-866-430-8358 (hearing impaired call 1-866-494-8281), Monday through Friday 7:00 a.m. – 7:00 p.m. Central Time; or
- Email Administrator@nationalmortgagesettlement.com.

Sincerely,

Sam S. Olens

Sam Olens
Attorney General

Para obtener esta información en Español, por favor llame al número 1-866-430-8358.

Exhibit 5

Six Piedmont Center, Suite 700
3525 Piedmont Road, NE
Atlanta, GA 30305

MAILING ADDRESS:
Post Office Box 57
Decatur, Georgia 30031

TELEPHONE: 404-373-1612
MAIN TELECOPIER: 404-370-7232
WEBSITE: WWW.MCCURDYCANDLER.COM

JULIUS A. McCURDY (1903 - 1993)
SCOTT CANDLER, JR. (1926 - 1994)
J. ROBIN HARRIS (1925 - 1989)

JOHN WALTER DRAKE
ALAN E. RAUBER
JOHN C. SAMMON
ANTHONY DEMARLO
SCOTT CANDLER, III
CLARK E. CANDLER
EDNA E. HAWES
SIDNEY A. GELERNTER*
DONALD C. SUESSMITH, JR.
J. MICHAEL DUGAN*
DEBORAH Y. CHEEK
CHRISTIE B. HENNINGS

FRANK R. OLSON*
A. BRETT VERNER
PATRICK N. TAGGART*
JOHN D. ANDRLE
C. ERIC BURKETT
JESSICA A. PRICE
CHRISTINA J. SOLOHUB
TENNIELLE B. BAILEY
ROBERT J. WILKINSON*
DANIEL K. BARBAGELATA
ANDREW M. O'CONNELL
ANTHONY E. MASELLI
BIANCA K. DAVIS
TODD H. SURDEN

OF COUNSEL:
REBECCA A. HOELTING
MARGARET C. COURTRIGHT
FRANK J. RHODES, JR.
H. RAIFORD HODGES, JR. (RETIRED)

*ALSO ADMITTED IN TENNESSEE

August 6, 2010

Certified Mail
Return Requested 7009 2820 0003 2740 5540
and Regular Mail

Alfredia Pruitt
2360 Hickory Station Circle
Snellville, GA 30078

RE: NOTICE OF FORECLOSURE SALE ENCLOSED
Our File No.: 08-00987
Loan No.: 0702113416
Borrower Name: Alfredia Pruitt
Property Address: 2360 Hickory Station Circle
Snellville, GA 30078

Pursuant to O.C.G.A. Section 44-14-162.2, the following is the entity who has full authority to discuss, negotiate, or change all terms of the mortgage with you concerning the foreclosure alternatives described later in this letter.

State Servicer + Credit

Servicer: *GMAC Mortgage, LLC*
Address: *Two Ravinia Dr., Suite 500*
Atlanta, GA 30346
Phone Number: 678-855-7067

Creditor: GMAC Mortgage Corporation, LLC

Dear Sir or Madam:

By letter dated August 6, 2010, (the "Initial Communication Letter"), I notified you that the above-referenced creditor has referred the referenced loan to this law firm for handling. That letter also advised you of certain rights (the "Borrowers' Rights" which include your right to validate the debt) you could exercise within 30 days of your receipt of the Initial Communication Letter. Nothing in this letter will prevent you from exercising the Borrowers' Rights as explained in the Initial Communication Letter.

NOTICE OF SALE UNDER POWER

GEORGIA, GWINNETT COUNTY

Sold to Mers

~~Because of default~~ in the payment of the indebtedness, secured by a Security Deed executed by Alfredia Pruitt to Mortgage Electronic Registration Systems Inc., dated August 30, 2006 in the amount of $271,330.00, and recorded in Deed Book 46975, Page 422, Gwinnett County, Georgia Records; as last transferred to GMAC Mortgage Corporation, LLC by assignment; the undersigned, GMAC Mortgage Corporation, LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in September, 2010 , during the legal hours of sale, at the Courthouse door in Gwinnett County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lot 59 of the 5th District, Gwinnett County, Georgia, being Lot 158, Old Hickory Village, Phase 2C, as per plat recorded in Plat Book 115, Pages 115 and 116, Gwinnett County, Georgia Records; which plat is incorporated herein by reference and made a part hereof.

which has the property address of 2360 Hickory Station Circle, Snellville, Georgia., together with all fixtures and other personal property conveyed by said deed.

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed.

Said property will be sold as the property of Alfredia Pruitt and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

GMAC Mortgage Corporation, LLC
Attorney in Fact for
Alfredia Pruitt

Anthony DeMarlo, Attorney/kandrade
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
File No. 08-00987 /FNMA
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit 6

Consor & Associates
Reporting and Transcription, Inc.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2008 CA 040805XXXX MB

GMAC MORTGAGE, LLC,

Plaintiff,

-vs-

[redacted]

UNKNOWN TENANT (S) IN POSSESSION OF THE SUBJECT PROPERTY,

Defendants.

DEPOSITION OF JEFFREY STEPHAN

Thursday, December 10, 2009
1:00 p.m. - 2:30 p.m.

Consor & Associates
1655 Palm Beach Lakes Blvd., Ste. 500
West Palm Beach, Florida 33401

Reported By:
Jamie Reynolds Bentley, Court Reporter
Notary Public, State of Florida
Consor & Associates
1655 Palm Beach Lakes Blvd., Suite 500
West Palm Beach, Florida 33401
(561)682-0905

Sensor & Associates
Reporting and Transcription, Inc.

- - -

I N D E X

- - -

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
JEFFREY STEPHAN				
BY MR. IMMEL	4			54
JEFFREY STEPHAN				
BY MS. ARROYAVE		51		

- - -

E X H I B I T S

- - -

NUMBER		PAGE
DEFENDANT'S	EX. A	17
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Sensor & Associates
Reporting and Transcription, Inc.

PROCEEDINGS

- - -

Deposition taken before Jamie Reynolds Bentley, Court Reporter and Notary Public in and for the State of Florida at Large, in the above cause.

- - -

THE COURT REPORTER: Do you swear or affirm that the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

THE WITNESS: I do.

Thereupon,

(JEFFREY STEPHAN)

having been first duly sworn or affirmed, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. IMMEL:

Q. All right. We are here on GMAC Mortgage, LLC versus [redacted]. This is the deposition of Jeffrey Stephan. I'm sure your attorney has gone over things with you a little bit. But if you could just keep one thing in mind, to answer, not to simply nod your head or anything like that. We need for your answers to be clear for the court reporter that way.

A. Yes.

Q. Could you please state your name for the

Sensor & Associates
Reporting and Transcription, Inc.

record.

A. My name is Jeffrey Stephan.

Q. Okay. And who do you work for?

A. GMAC, LLC.

Q. And is there a difference between GMAC, LLC and GMAC Mortgage, LLC?

A. GMAC, LLC -- I'm trying to think of the word to use -- the most recent name.

Q. Okay.

A. It's GMCA Mortgage Corporation.

Q. Okay.

A. I'm not sure how you would word that.

Q. Okay. So are they -- does GMAC, LLC -- now has that basically taken over these other entities --

A. Yes.

Q. -- that formerly existed?

A. Yes.

Q. So these entities no longer currently exist?

A. Right.

Q. Okay. And how long then have you been employed by GMAC, LLC?

A. Five years.

Q. Okay. And prior to that, it was GMAC Mortgage and GMAC Corporation?

A. That was as the whole five years.

Sensor & Associates
Reporting and Transcription, Inc.

Q. Oh, okay.
A. Yes.
Q. As the whole five years. And what is your title?
A. I'm a team leader in the foreclosure department.
Q. Okay. And what are your responsibilities?
A. I am the team lead of the document execution unit.
Q. Okay.
A. And also the service transfer unit.
Q. And so what type of documents do you ordinarily execute?
A. I execute on a daily basis assignments of mortgage, affidavits of any type that might be needed, deeds. Any type of the document that would need a signature of an officer of GMAC.
Q. Okay. And who do you report to?
A. I report to Margie Kwiatanowski.
Q. Could you spell that?
A. Yes. It's K-W-I-A-T-A-N-O-W-S-K-I.
Q. Okay. And approximately how many employees does GMAC Mortgage, LLC have?
A. I couldn't guess. I don't know.
Q. Sure. Okay. And as part of your

Sensor & Associates
Reporting and Transcription, Inc.

responsibilities, you execute assignments as a vice president of MERS?

A. Yes, that's correct.

Q. And in executing affidavits as a vice president, do you receive any compensation from MERS?

A. No.

Q. Have you had any training from MERS?

A. No.

Q. Okay. How many documents would you say you sign on an average week as far as executing affidavits and things of that nature?

A. It's very tough to estimate that to be honest with you.

Q. In a given month, would that be easier to say --

A. I would say --

Q. -- one hundred, 500?

A. -- in a month, my team brings to me approximately, I'd say a round number of 10,000. That's just an estimate, of course.

Q. Okay. And so, 10,000 your team brings to you. How many people do you oversee?

A. A team of 13 people.

Q. Okay. Now, would these people be given the duties of actually preparing the documents that you

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ultimately sign and execute?

A. They would review the document that is given to them through our computer systems.

Q. Okay.

A. So they don't actually prepare it per se. They review it for the accuracy of what type of entity I'm signing as.

Q. Okay. How many different entities do you sign as?

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. Can you name what entities you sign --

A. I sign presently as MERS.

Q. Okay.

A. And under MERS as vice president or an assistant secretary. Also, I sign for GMAC Mortgage. And to be honest with you, it's too many entities for me to actually quote under GMAC. But it is as a limited signing officer.

Q. Okay. And earlier you stated that right now it's GMAC, LLC.

A. Uh-huh.

Q. You do still currently sign documents as GMAC Mortgage, LLC?

A. Yes, I do.

Q. Okay. And also as a corporation --
A. Yes.
Q. -- and some of the others that we've seen your signature on?
A. Yes, I do.
Q. Okay. Where then does the information that goes into the system that your team reviews --
A. Yes.
Q. -- where does that information come from?
A. The process that we use is -- and this is to my knowledge -- a file is referred to a foreclosure attorney stating exactly what entity would be needed through the referral unit. And at that point, the attorney receives the file to proceed with the foreclosure. That foreclosure name is generated upon GMAC supplying it on the referral. I'm not 100 percent sure of what that process is.
Q. Okay.
A. The documentation, as you stated, that you're asking about, is given to us after the attorney has been instructed on what name to foreclose in.
Q. And who instructs the attorney as to what name to foreclose it in?
A. It comes to our referral unit. Which is another process to my knowledge.

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Q. Okay. Approximately, if 10,000 are signed in a given month, you know, on an average, how long would you say you spend executing each one and actually signing?

A. It's tough to say.

Q. Okay. Would it be accurate to say that when these documents have been presented to you by your team --

A. Uh-huh.

Q. -- you take the face value that they are -- they have been checked by your team?

A. That would be a correct statement, yes.

Q. So these documents wouldn't be actually executed on your own personal knowledge?

A. Right.

Q. It would be based on knowledge that came through --

A. Right.

Q. -- the chain --

A. I'm sorry.

MS. ARROYAVE: Can I interrupt just for a second? I just want to make sure that he finishes his question before you answer.

THE WITNESS: Sure. Sorry.

BY MR. IMMEL:

Q. Yes, yes, that's true, too.

So the information that your team obtains isn't based on their personal knowledge either, it's located within the computer networks?

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. The information on the documents that you execute is stored within your data base?

A. No, somewhere else.

Q. No. Okay. The information then is that -- your team, they get that from a computer network that you have, correct?

A. No.

Q. Where does your team get that information?

A. That information is first given to the attorney to foreclose under which name as needed. If we are stating some type of assignment, for example, the attorney, to my knowledge, and I'm not 100 percent sure of their process because I don't work for the attorney, they would do a title check to verify what name the lien is presently in.

Q. Okay.

A. At that point is when it would initial if an assignment would be needed or not.

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Q. So at the direction of the attorney, your team creates these documents and then you execute them?

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. So your team executes documents at the request of attorneys?

MS. ARROYAVE: Objecting: Form. You can still answer it if you understand the question.

BY MR. IMMEL:

Q. Do you understand what I'm asking?

A. Yes, I understand what you're asking. My team does not create any documents.

Q. These documents are then sent from the attorney?

A. Yes.

Q. Okay. And you're -- so then the team that you oversee --

A. Uh-huh.

Q. -- simply reviews them for accuracy?

A. That's correct.

Q. Okay. And how do they verify the information is accurate?

A. They do not go into the system and verify the information as accurate. We are relying on our attorney network to ensure that they are asking for the correct

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information.

Q. So the attorney creates these documents and you are relying that the attorney is correct?

A. Yes.

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. Okay. And then they are required to be notarized. Are they notarized in your office?

A. Yes.

Q. Is the notary present with you or is it down the hall?

A. The notary is in the same department.

Q. Same department. Okay. Are they physically present when you (sic) notarize this -- or when they notarize and then you execute it?

A. No, they are not physically present. But I will -- I do deliver them to the notary.

Q. All right.

A. And I wait for them to notarize it to hand them back to my team.

Q. Okay. All right. What department then? You said your department?

A. Right.

Q. And as part of their job responsibilities, would notarizing be their sole responsibility, or do

they have other responsibilities?

A. They have other responsibilities.

Q. Are any of the members of your team, people that also notarize documents that you execute?

A. Yes.

Q. Yes. Okay. Is there a job requirement that certain employees become notaries?

A. I don't know.

Q. Okay. And what type of -- what level of a type of employee would it typically be that is a notary?

A. I don't know that either.

Q. All right. Does the company pay for the process of becoming a notary or the renewal fees?

A. Yes.

Q. Okay. If a notary feels that they are being asked to notarize something that's done improperly, is there a process which they can, you know, raise that to anybody's attention?

A. I honestly don't know.

Q. You are not sure. Do you notarize any assignments of mortgage or other documents yourself?

A. No.

Q. Are you a notary?

A. No.

Q. How are witnesses ordinarily chosen?

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MS. ARROYAVE: Object: Form.

Chosen for what?

BY MR. IMMEL:

Q. The witnesses to, say, the assignments of the mortgage, and the witnesses of things that you execute.

A. They are just chosen randomly.

Q. Chosen randomly. Okay. Approximately how many days a week do you spend executing assignments, affidavits, and the various documents that you execute?

A. Five.

Q. Five. Okay. Are there any specific days where it's one day these types of documents, this type of documents, or can it be just a mix?

A. It's a mix.

Q. Okay. Approximately how many documents would you say are presented to you by your team at a given time? Is it one at a time, or ten at a time?

A. It is done in bulk.

Q. Done in bulk.

A. I could not quote you the exact number.

Q. Okay. Going back to the signing officer as Mortgage Electronic Registration Systems, you said that you are -- you sign as both vice president and as an assistant secretary?

A. That is correct.

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Q. Is there any basis for one -- you sign as one versus the other?

A. The majority of the time I sign as a vice president. Most times we do not need an assistant secretary, unless they are asking for a second signature on any type of an affidavit or assignment.

Q. Okay. And, again, you are not paid by MERS. Do you hold any other responsibilities with MERS that would be consistent with having the title of a vice president?

A. No.

Q. No. Okay. So you don't attend any board meetings for MERS?

A. No.

Q. You don't report to the secretary of MERS or any other people at MERS?

A. No.

Q. How did you become a MERS representative? Did you request to be a vice president of MERS?

A. I received the responsibility as being the team lead for document executing. It was assigned to me by our legal area.

Q. Okay. All right. So your responsibilities as a vice president of MERS to execute the assignments is really your job perspective, or an aspect of your job at

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GMAC Mortgage, LLC or GMAC, LLC?

A. That is correct.

Q. Okay. And you've never been to any MERS offices or their headquarters?

A. No.

Q. Are you aware of why you were given the title of vice president versus assistant secretary or...

A. No, I'm not aware of that.

Q. Okay. All right. I have here the assignment of mortgage which you executed in this case.

A. Okay.

MR. IMMEL: I'll enter that as Exhibit A.

(Defendant's Exhibit Letter A was marked for identification.)

MR. IMMEL: I have a copy for you, as well.

THE WITNESS: Thank you.

BY MR. IMMEL:

Q. In the top left-hand corner it says, Record and return to offices of Marshall C. Watson.

Based on your earlier statements, it's accurate to say that attorneys at Marshall C. Watson created the information on this document?

MS. ARROYAVE: Objection: Form.

THE WITNESS: That would be correct.

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BY MR. IMMEL:

Q. Okay. And who -- so an attorney chose the date of the 4th day of March, 2009.

Can you tell me the date actually. Whether that's the 3rd or the 5th of March.

A. To me it seems to be the 5th.

Q. Okay.

A. Actually, excuse me, let me change that. It would have to be the 3rd, because the notary did it on the 4th.

Q. Okay. And that is your signature on this document?

A. That is correct.

Q. Okay. Is it commonplace then for the notary to notarize a document the day after you've apparently executed it?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I would say, yes, it would be common.

BY MR. IMMEL:

Q. Okay. So typically when you hand these off to the notary, and then they kind of catch up?

A. Uh-huh. Yes.

Q. Okay. The witnesses, Heather Reinhart, do you know her personally?

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A. Yes, she is one of my employees.
Q. Is she on your team?
A. Yes.
Q. Is it possible that she would have been one of the people who reviewed this for accuracy?
A. That is possible.
Q. And the other person appears to be Tyra Wilks --
A. Wilson.
Q. Tyra Wilson. Okay. Is she also a member of your team?
A. Yes.
Q. And you know her personally, as well?
A. Yes.
Q. The notary, Susan Turner, is she a member of your team?
A. No, she is not.
Q. Do you know her personally?
A. Yes.
Q. It says here that you personally appeared before her on the 4th day of March. Is it possible that you executed then on the 3rd, and handed it to her and then you weren't personally in front of her at the time she notarized this?
A. I don't know. I can't recollect.

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Q. All right. And how did you determine on this to execute it to GMAC Mortgage, LLC?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I'm not sure if I understand the question.

BY MR. IMMEL:

Q. Okay. Did you have any say in the creation of who MERS would assign this to?

A. No.

Q. No. Your attorney, the Law Office of Marshall C. Watson, determined that?

A. No.

Q. No.

A. That is, as I stated earlier, when the foreclosure referral goes out, the referral unit determines what entity they should be foreclosing on.

Q. Okay. And the foreclosure referral unit that you speak of, is that part of your department?

A. Yes.

Q. Okay. So would they have records that they are able to refer to to determine who the new mortgagee should be according to these assignments?

A. Yes.

Q. And who -- do you have a name of any person that keeps those documents?

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A. The team lead for that would be Brenda.
Q. Brenda?
A. Her last name is Staehle, S-T-A-E-H-L-E.
Q. Okay.
A. I think that's the way it's spelled.
Q. Can you tell me -- you really don't have any knowledge or information as to who should be the mortgagee? According to this document, you take it for face value; is that correct?
MS. ARROYAVE: Objection: Form.
THE WITNESS: Can you explain that further?
BY MR. IMMEL:
Q. You take it for face value that GMAC Mortgage, LLC is expected to be the mortgagee?
MS. ARROYAVE: Objection: Form.
BY MR. IMMEL:
Q. Who would have information who -- who MERS should assign this to? Would it be you or Brenda Staehle?
A. Brenda Staehle would be the individual or her team to refer the files, and they determine what name should be foreclosing in.
Q. Okay. So everything from that point on is based on the presumption that her team has ascertained those things to be correct?

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A. That is correct.

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. All right. Okay. So on March 5th, 2009, you're not aware --

A. I believe it's the 3rd.

Q. March 3rd. I'm sorry. March 3rd, 2009, you're not aware of any physical transfer of the mortgage?

A. Can you rephrase that? I'm not following.

Q. Are you aware of any reason why the assignment of mortgage had to be executed on March 5th, 2009 -- or the 3rd, 2009? I'm sorry.

A. We have a process that's set up with our attorney network. And Marshall Watson is in that attorney network. The file is referred to them with a certain name to proceed with the foreclosure in. They will pull title. And whatever they see title is in, in order to proceed in the proper name, they need to get an assignment. In this instance it's MERS to GMAC.

Q. Okay. Are the assignments supposed to be completed prior to the filing of the foreclosure lawsuit?

MS. ARROYAVE: Objection: Form.

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BY MR. IMMEL:

Q. Are you aware if it's a company policy at least?

A. I don't know.

Q. Okay. So as this assignment of mortgage, on the face of it, transfers from Mortgage Electronic Registration Systems as nominee for Mortgage Investors Corporation to GMAC Mortgage, LLC on March 3rd, 2009, would it be accurate to say that prior to that, this assignment, Mortgage Electronic Registration Systems was the mortgagee?

A. No.

Q. No. Okay. Why would that not be accurate to say?

A. Mortgage Electronic Registration, to my knowledge, is an origination entity to allow the passing of assignments through performing loans to make it more easier, I guess you would say, to transfer amongst different companies. MERS does not own loans.

Q. They wouldn't own the loan. But they would own the mortgage; is that correct?

MS. ARROYAVE: Objection: Form.

THE WITNESS: It's not correct, no.

BY MR. IMMEL:

Q. No. So they are the named mortgagee, so that

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when the note is passed from entity to entity it doesn't have to be rerecorded?

A. That is to my knowledge, yes.

Q. All right. On this it also says that MERS is assigning the mortgage together with the note. I don't know if you see that line there. It's right there (indicating).

As you just stated, MERS has no interest in the note ever; is that correct?

A. I honestly don't know.

Q. Oh, okay. As far as you're aware --

A. Yes.

Q. -- MERS doesn't --

A. As far as I'm aware. (Witness nods head.)

Q. Okay. Are you aware of whether that's common language to exist in the assignments that you execute?

A. I honestly don't know.

Q. You're not sure. Okay. All right.

MR. IMMEL: And I have a copy of the first page of the mortgage here. Which I'll enter as ExhibitB.

(Defendant's Exhibit Letter B was marked for identification.)

BY MR. IMMEL:

Q. If you will notice it says that the mortgagee

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according to the mortgage is Mortgage Electronic Registration Systems.

I believe it's right down there (indicating).

A. I disagree with that interpretation.

MS. ARROYAVE: Was there a question?

MR. IMMEL: Yes.

MS. ARROYAVE: What was the question?

BY MR. IMMEL:

Q. According to the mortgage, it says that MERS is the mortgagee?

A. My interpretation, it says right in the same paragraph, it says they are a nominee for the lender or the lender successors.

Q. Right. Okay. They are the mortgagee as nominee --

A. Uh-huh.

Q. -- for the lenders?

A. Yes.

Q. Okay. But they are a different entity from the lender and lender successors and things?

A. Yes.

Q. Okay. What does nominee in that regards mean?

A. I don't know.

Q. Okay. We can move on from there.

I have here -- which I'll enter as Exhibit

C -- some discovery that we received from MERS.

(Defendant's Exhibit Letter C was marked for identification.)

BY MR. IMMEL:

Q. And if you will turn to the second page. It is the document entitled, Min Summary.

And have you ever seen these records before?

A. No, I have not.

Q. So in executing the assignments of mortgage on behalf of MERS, do you consult any of MERS' records?

A. No.

Q. And you are not able to tell me what any of these entries would then mean? This is the first time you have seen this type of information?

A. In this format, yes.

Q. Okay. Have you seen this type of information in other formats?

A. Some of it. I understand what they mean as far as the acronyms in there.

Q. Okay. Based on your understanding, the investor says -- the investor is identified as Government National Mortgage Association - Ginnie Mae. What does the word "investor" mean in MERS' acronym? Are you aware?

A. I'm not sure how I can explain it. GMAC would

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be the holder and the owner of the mortgage. GMAC would be the investor who is in the organization that contributed the fund. That's really the only way I can explain the relationship of an investor and servicer.

Q. Okay.

A. But that's only to my knowledge. I mean, I don't work in that fashion.

Q. Okay. So the servicer is supposed to take on the day-to-day activities of administering the mortgage of loan and collecting payments and so forth?

A. That would be correct.

Q. And they do that on behalf of the investor who loaned the monies?

A. Yes.

Q. Okay. And any monies that are received from the servicers, would they really be for the investor then to pay him back the loan?

A. I don't know.

Q. Okay. And as custodian, also, that would mean that they are in possession of the mortgage file, essentially, the note and any other applicable documents?

A. That's correct.

Q. Okay. All right. Where it has the pool number and it is blacked out. Do you know what the pool

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number refers to?

A. No, I don't.

Q. No. Okay. And what about the investor loan number?

A. Yes, I understand what that is.

Q. And what would that relate to?

A. Every investor would have their own loan number. The same as GMAC would have their own loan number to classify the different files.

Q. Okay. And are you aware of how a mortgage that has been securitized, a mortgage note that's been securitized, would be reflected on something like this, on this summary?

A. I am not familiar.

Q. You are not familiar. Okay. Are you aware of anyone at GMAC Mortgage, LLC that has access to these MERS documents and records?

A. No, I'm not.

Q. You are not aware. Okay. Are you aware of anybody at GMAC that would have a responsibility to update the MERS documentation?

A. No.

Q. Okay. So the various individuals at GMAC that execute assignments on behalf of MERS have no responsibility to update the MERS' system that they had

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actually done those assignments or anything like that?

A. That would be correct.

Q. Okay. Are you aware then of how the MERS' system is updated?

A. No.

Q. Okay. As a vice president, do you owe a fiduciary duty to the original lender to ensure that the mortgage is assigned to the proper entity?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I actually don't understand your question.

BY MR. IMMEL:

Q. Do you own any duty to the -- when you assign these mortgages, you execute them as -- for MERS as nominee for a particular entity, correct?

A. That would be correct.

Q. Do you owe any responsibility then to that particular entity that MERS is nominee for to ensure that the mortgage is transferred to the new correct entity?

A. I don't know.

Q. Okay. All right.

MR. IMMEL: I have the corporate resolution here. Which I'll enter it as Exhibit D.

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(Defendant's Exhibit Letter D was marked for identification.)

BY MR. IMMEL:

Q. Have you seen this document before?

A. Yes, I have.

Q. When was the first time you saw it?

A. I'm sorry, I can't say. I don't recollect.

Q. You're not sure. Is it fair to say it was quite a while ago?

A. Yes.

Q. Did you have any role in creating it or negotiating it?

A. No, I did not.

Q. No. Okay. The first paragraph says that you are authorized to assign a lien of any mortgage loan registered on the MERS register to the member.

Who would be the member according to this? Would that be GMAC Mortgage, LLC?

A. I don't know.

Q. Okay. Assign the lien, in paragraph 2, of any mortgage loan naming MERS as the mortgagee when the member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS system, is shown to be registered to the member.

When you are assigning liens, you already

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stated that you don't consult with any of the MERS records to determine whether or not it's registered to who -- whoever?

MS. ARROYAVE: Objection: Form. Asked and answered. Mischaracterization of prior testimony.

BY MR. IMMEL:

Q. Okay. You don't consult MERS system when assigned these liens?

A. Yes.

MS. ARROYAVE: Asked and answered.

BY MR. IMMEL:

Q. All right. Okay. But is it fair to say that you don't ascertain whether the member is the current promissory note-holder when you assign the lien?

A. That would be correct.

Q. And you also don't know if the mortgage loan is registered on the MERS system?

A. We are relying on our attorney network when they check the title --

Q. Okay.

A. -- to verify what title it is presently in. If it is MERS, we would sign for MERS.

Q. Okay.

MR. IMMEL: Exhibit E.

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(Defendant's Exhibit Letter E was marked for identification.)

BY MR. IMMEL:

Q. Here is the GMAC Mortgage, LLC certificate of assistant secretary. Here you go.

And you are considered a limited signing officer giving you basically the same responsibility as a junior officer?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I don't know if that's a correct statement.

BY MR. IMMEL:

Q. Okay. Are you familiar with this document?

A. I have a copy of this document. Which to my recollection means that next to my name it gives me the authority to sign for GMAC and its entities as a limited signing officer.

Q. Okay. In this case, you also filed an affidavit of lost original document?

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. Okay. And you executed this document. Is this your signature? Here is a copy of it.

MR. IMMEL: I'll enter this as Exhibit F, I believe.

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(Defendant's Exhibit Letter F was marked for identification.)

THE WITNESS: Yes, that is my signature.

BY MR. IMMEL:

Q. Okay. And you signed this affidavit claiming that at the time plaintiff was not presently in custody or control of plaintiff or any of plaintiff's agents, and that would be the note that was not in your -- their custody or control?

A. Yes. Once again, we have a process in place where if our attorney needs an original document, they open up a request in our system. At that time, we have another unit -- which is not located in Pennsylvania where I am located -- contact custodians, contact their own records, go to different investors. They do not do an affidavit of this fashion unless they've exhausted all efforts.

Q. Okay. Would it be fair to say that you're not involved in any of those efforts?

A. That is fair to say.

Q. Okay. Why then do they ask you to execute the affidavit of lost document -- lost original document?

A. They asked me to execute this for the foreclosure department. Because after conversations between the attorney and this other department, they

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determine that it is not available. I am the foreclosure team lead that handles document execution.

Q. Okay. So would it be accurate to say that the department that actually searches for the lost note would have a better understanding of why it's lost and where the search occurred?

A. That is a fair statement.

Q. Okay. It says that the copy of said note attached to the complaint is a true and correct and substantial copy of the lost or destroyed note.

Do you review any documents before executing the affidavits of lost original documents?

A. No, I do not. I review this. Let me change this. Excuse me. I do review this. However, I do not review any documents. I rely, once again, on my attorney network who is requesting the document, and communications between the departments to determine if it's -- if a lost affidavit is needed.

Q. Okay. So the portion that sets claims in paragraph 1: Affiant has custody and personal knowledge of the account pertaining the original mortgage loan instruments. Affiant has actual and personal knowledge of the facts stated herein and is authorized to make this affidavit. Would that be accurate?

A. Yes, that is accurate.

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Q. You being the affiant have custody and personal knowledge of the account pertaining to the original mortgage loan instruments?

MS. ARROYAVE: Object to the form. Go ahead.

THE WITNESS: I do not have the specific knowledge to this one account. But I understand what the other department does in general to try to locate these documents.

BY MR. IMMEL:

Q. Okay. All right. And so in this particular case, the -- there was no note attached to the complaint. You would have no way of ascertaining that because you don't actually review?

A. That, once again, is determined by our attorneys' office.

Q. Okay. I'm going to just -- I have a substantial copy of the complaint. And just to show that there is no note attached to it, that was the original filing of the complaint.

You have never reviewed that, nor do you review any other note to determine whether it is, in fact, a true, correct and substantial copy of the lost or destroyed note?

MS. ARROYAVE: Objection: Form.

THE WITNESS: Can you rephrase that for me? I

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don't completely follow what you are saying.

BY MR. IMMEL:

Q. When you execute the affidavit of lost original document, and make the claim that you've seen a copy of the note that is attached and that's a substantial copy, you really have no basis for making that claim.

THE WITNESS: I'm still not following.

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. When the complaint in this case was filed, there was no note attached to the complaint, correct?

A. From what you have just handed to me, there is no note.

Q. Okay. Based on what I've provided you.

A. Yes.

Q. Do you normally review notes to make sure that they are a true copy of the lost note?

MS. ARROYAVE: Objection: Form.

THE WITNESS: That is -- no, I do not. It is not in my position.

BY MR. IMMEL:

Q. It's not in your position.

MR. IMMEL: All right. I guess I can enter this a Exhibit G.

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(Defendant's Exhibit Letter G was marked for identification.)

BY MR. IMMEL:

Q. And going back, just for a second, to the lost note affidavit. That is your signature?

A. Yes, that's correct.

Q. And your understanding is that the attorney representing -- from your network drafts this?

A. That is correct.

Q. Okay.

MR. IMMEL: This is going to be Exhibit H.

(Defendant's Exhibit Letter H was marked for identification.)

BY MR. IMMEL:

Q. This is a copy of the note filed after the complaint in this case. I don't have the notice of filing page.

Have you ever seen this document before?

A. I have seen these documents. I have not seen this document.

Q. Okay. And this wouldn't have been the document that you reviewed in executing the lost note affidavit?

A. No. We do not -- once again, we do not review the note. Our attorney determines that the note is not

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available through our processes.

Q. Okay.

MR. IMMEL: This would be Exhibit I.

(Defendant's Exhibit Letter I was marked for identification.)

BY MR. IMMEL:

Q. This is the newly found note. Here. And as you can see, if you could compare the two notes, one has a couple of additional endorsements. Whereas, the previous one did not. Is that correct?

A. That is what I observe here, yes.

Q. Okay. In the review of the two notes and the endorsements that are on them, have you seen this type of situation before where one note that's been filed in the case is partially endorsed and the other is a more complete record of endorsements?

A. No, I have not.

Q. In following along the endorsements, can you determine who was the last owner of the note prior to your companies?

A. I'm sorry. Can you rephrase that for me?

Q. Can you determine who GMAC Mortgage, LLC has acquired the mortgage note from?

A. The first endorsement I see here has a date. It says, Mortgage Investor Corporation. It's signed on

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February 27th, I believe, that's 2002.

Q. All right. And they were the original lender. And then, as you can see, there is another endorsement there to, I believe, GMAC Mortgage Corporation. And there is also one GMAC Bank. Correct?

A. That is correct according to the observation that I see on this document.

Q. So would you need an assignment from -- why do you assign the MERS -- as a vice president of MERS, why do you assign the MERS -- I'm sorry. Let me start over there.

Why do you execute the assignment of mortgage on behalf of MERS as nominee for the original lender and not the last lender?

MS. ARROYAVE: Objection: Form.

THE WITNESS: Because as you stated, it's an assignment of mortgage. It's not an assignment of note.

BY MR. IMMEL:

Q. Right.

A. That's the only way I can answer that. The mortgage itself, which we've both reviewed, states that it's MERS as a nominee for Mortgage Investor Corporation.

Q. Okay. So would you agree then that as the

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note was transferred through these endorsements to new note-holders and owners that MERS remained the mortgagee?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I wouldn't have that knowledge.

BY MR. IMMEL:

Q. Okay. It's your understanding that MERS does not assign the mortgage every time the note is transferred; is that correct?

MS. ARROYAVE: Objection: Form.

THE WITNESS: I wouldn't have that knowledge either.

BY MR. IMMEL:

Q. Okay. All right. Do you know who would have that knowledge?

A. No, I do not.

Q. Okay. All right.

MR. IMMEL: And we have here defendant's request for production regarding the Jeffrey Stephan documents. That will be Exhibit J.

(Defendant's Exhibit Letter J was marked for identification.)

BY MR. IMMEL:

Q. Have you seen that document before?

A. I have not seen this document until recently

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when I found out that I was coming here.

Q. Okay. And also we have the response to the request for production regarding the Jeffrey Stephan document.

MR. IMMEL: That will be marked as Exhibit K.

(Defendant's Exhibit Letter K was marked for identification.)

BY MR. IMMEL:

Q. I'm going to direct you to paragraph 5 where there has been an objection based on our request for all MERS system documents, records, computer data, or other MERS information reviewed by Jeffrey Stephan prior to executing the assignment of mortgage filed in this case to determine the proper SNE.

It's been objected to as vague and ambiguous and improperly presumes that plaintiff has custody or control over any MERS system documents.

As a MERS vice president, you don't have access to any MERS system documents?

A. No, I do not.

Q. Okay.

A. I do not work for MERS.

Q. Okay. And so you don't actually review any documents prior to executing the assignment of mortgage?

MS. ARROYAVE: Asked and answered.

BY MR. IMMEL:

Q. Okay. And are there any -- do you receive any letters, e-mails, or other correspondence from other departments that have given you any instruction on any of the documents which you execute?

A. No.

Q. No. And in paragraphs -- request No. 7, as far as the search for the lost note, you didn't actually partake in that search. So you are not aware of any of the locations searched, other than by other people?

A. That's correct.

Q. Do you know who those people would be that searched for the note?

A. There is a team that's in our Minnesota office. I am not familiar with who would actually search for the said document.

Q. What is the name of that team? Do you know the name of that team?

A. I don't have a formal name for them. I call them document control. But that's my own name for them.

Q. Okay. All right. You said that the attorneys representing you prior in this case only ask you to execute the lost note affidavit after a substantial effort has occurred?

MS. ARROYAVE: Objection. That goes into the

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attorney-client privilege.

BY MR. IMMEL:

Q. As far as you understand, a substantial search for the lost note has already occurred by various people within your team, other teams within GMAC at the request of the attorneys?

A. Within GMAC the lost note affidavit or lost instrument affidavit would not be executed until everything has been exhausted.

Q. Okay. Is it common for a lost note affidavit to be executed and then later the note to be found?

A. I don't know.

Q. You're not sure. Okay. Earlier you were mentioning that now you work for GMAC, LLC; is that correct?

A. That is correct.

Q. And you still execute documents as GMAC Mortgage, LLC limited signing officers, as well?

A. That's the same thing you just stated.

Q. Right. One they dropped the name -- the mortgage from the name, and one they haven't; is that correct?

A. No.

Q. No.

A. One they dropped corporation and changed it to

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LLC.

Q. Oh, okay.

A. They became a limited liability company. That's what LLC stands for.

Q. Okay. You said that there was an -- initially there was a referral from the referral department to the attorneys?

A. That would be correct.

Q. Do you ever review any of those documents in your duties as executing these other documents?

A. No.

Q. So I'm going to turn to the -- this is the note of authenticity ownership interrogatories limited answers. Here you are.

MR. IMMEL: That will be Exhibit L.

(Defendant's Exhibit Letter L was marked for identification.)

BY MR. IMMEL:

Q. Do you know, I think, it is Juan A. Aquirre?

A. I do not know him. But I am familiar with his name.

Q. Okay. Are you familiar with his duties? He's a senior litigation analyst.

A. Yes.

Q. Do you know if he's a senior litigation

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analyst for GMAC Mortgage, LLC, or are there other entities that he works for?

A. I honestly do not know.

Q. Okay. Would he be part of the document team in Minnesota that may find a note?

A. No.

Q. No. Okay. Would he be somebody, do you know, if in his duties he's somebody that searches for lost documents?

A. No.

Q. Okay.

MS. ARROYAVE: Is that, no, you don't know?

THE WITNESS: No. He does not do that.

BY MR. IMMEL:

Q. He doesn't do that. Do you know what his duties are?

A. As it states here, he is a senior litigation analyst. I'm not sure of what his exact responsibilities would be.

Q. Okay. But searching for lost documents wouldn't be one of his responsibilities, more than likely?

A. No, it would not be.

Q. Okay. And here are plaintiff's amended answers. Okay.

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MR. IMMEL: I'll mark it as Exhibit M.

(Defendant's Exhibit Letter M was marked for identification.)

BY MR. IMMEL:

Q. It asks to identify all persons and/or entities who are the current beneficial owners of, or who have a beneficial or equitable interest in the promissory note. And Federal National Mortgage Association has been identified, Fannie Mae.

Are you aware -- and then if you look at No. 3, it says, Please identify all person and/or entities who are current legal owners of, or who have legal interest in the promissory note.

A. I don't have the same affidavit you have.

Q. Okay. Defendant's note. Do you have the mortgage loan?

A. That's the mortgage loan.

Q. Okay.

MS. ARROYAVE: What has been introduced? Has this set of interrogatory been --

MR. IMMEL: Yes.

MS. ARROYAVE: But not the other?

MR. IMMEL: No. This was also entered, correct?

THE COURT REPORTER: I think it was the last

one.

BY MR. IMMEL:

Q. So if you look at paragraphs 2 and 3, can you explain to me why Fannie Mae would have the beneficial or equitable interest in the promissory note, based on your understanding?

MS. ARROYAVE: Objection. It calls for a legal conclusion.

THE WITNESS: No, I can't.

BY MR. IMMEL:

Q. And earlier when we discussed the MERS documentation where Ginnie Mae was identified as the investor, would it be fair to say that the beneficial or equitable interest would actually lie with the person who made the loan?

MS. ARROYAVE: Objection. It calls for a legal conclusion.

THE WITNESS: I don't have that knowledge.

BY MR. IMMEL:

Q. Okay. And based on the MERS documentation that I presented to you earlier, where the investor was identified as Ginnie Mae. In paragraph 5 here, they are identifying Fannie Mae as the investor.

Do you have any understanding of -- as to why those two things would --

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A. No, I don't.

Q. -- there would be a discrepancy there? Okay. All right.

And going back to the mortgage loan ownership and the interrogatories one more time. Can you explain why one entity would have the beneficial interest and another entity would have a legal interest --

MS. ARROYAVE: Objection. It calls for a legal conclusion.

BY MR. IMMEL:

Q. -- based on your company's protocols?

A. I don't have that knowledge.

Q. Okay. GMAC Mortgage owns some loans and services other; is that correct?

A. To my knowledge that would be a correct statement.

Q. Okay. Do they -- and then in other instances, they both own loan and service the loan?

A. That would be a fair statement.

Q. Okay. Is it possible that GMAC Mortgage is the servicer for this loan and another entity -- whether it be Fannie Mae, Ginnie Mae, or any other entity -- perhaps is the owner and GMAC is just the servicer?

A. That's possible. But I'm not familiar enough to say yes or no.

Q. Okay. All right. I'm just going to go over the notice of taking the deposition duces tecum.

(Defendant's Exhibit Letter N was marked for identification.)

BY MR. IMMEL:

Q. All right. This is -- and just for the record, Exhibit A, if you would turn to that. This is a list of the documents that we requested that you bring. A request for production. And you provided some of them earlier.

I just wanted to go over it and see if you brought any of these documents today, or if you were just relying on what was produced in the request for production. Okay?

The deponent's most recent curriculum vitae?

A. I didn't feel I needed to bring that. That's personal.

Q. Okay. You actually provided the corporate resolution for MERS and for GMAC. You presented the list of certifying officers. And the MERS system documents records, you already stated that you don't have any access.

Your team brings you the documents. And you don't receive any direct communication from the attorneys that draft them?

A. The only type of communication I would receive from an attorney is if a document is late in being returned.

Q. Okay. All right. And it would be fair to say that your primary responsibility is to create and execute these documents, not to actually do any of the underlying duties of ascertaining specific knowledge or information about them, correct?

MS. ARROYAVE: Objection: Form. Asked and answered.

THE WITNESS: And the answer to that would be, no.

MR. IMMEL: All right. I think that's most of it. Just let me have on second to review, but I think that's most of it. All right. I think that should do it for today.

Thank you very much for traveling here.

MS. ARROYAVE: I have a few questions.

MR. IMMEL: Yeah. I'm sorry about that.

MS. ARROYAVE: You can't have all of the fun. Can I look at the exhibits?

CROSS (JEFFREY STEPHAN)

BY MS. ARROYAVE:

Q. I'm going to show you what has been previously marked as Defendant's Exhibit C to your deposition.

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Do you have any knowledge of how this document is created?

A. No.

Q. Do you have any knowledge as to whether the information in this document is accurate?

A. No.

Q. Do you know how this is prepared?

A. No.

Q. Okay. Let me show you what has been previously marked as Defendant's Exhibit A to your deposition. It is the assignment of mortgage.

The information that is used to prepare this mortgage is kept in GMAC Mortgages' business records; is that correct?

A. Yes.

Q. And these business records from where this information came from were created by persons in GMAC Mortgage, employees of GMAC Mortgage, right?

A. Yes.

Q. And the information was entered into the computer system by these GMAC Mortgage employees at the time that they became aware of the information?

A. Yes.

Q. And they had a business duty to enter the information into the computer system; is that correct?

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A. Yes.

Q. And this information, these business records are kept within the course and scope of GMAC's regularly conducted business activities; is that correct?

A. I'm going to say yes.

Q. Okay. I'm going to show you what has been previously marked as Defendant's Exhibit F to your deposition. And it's the affidavit of lost original document.

Is the information you used to prepare this lost original document kept in GMAC Mortgages' business records?

A. I don't understand the question.

Q. Okay. The information in the lost original document, is that -- GMAC Mortgage is the owner and holder of the note, correct?

A. Yes.

Q. Is that information kept within the course and scope of GMAC's business records?

A. Yes.

Q. And the information in GMAC's business records are entered by persons with knowledge of the information that GMAC is the owner of the note?

MR. IMMEL: Objection: Leading.

THE WITNESS: Can you rephrase it? I'm not

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sure if I follow what you are saying.

BY MS. ARROYAVE:

Q. The business records that GMAC has regarding whether it is the original -- whether it is the owner of the note, was entered by persons that have personal knowledge of whether GMAC is the owner of the note; is that correct?

A. I honestly don't know. I do not work in those departments.

Q. Okay.

MS. ARROYAVE: I have nothing further.

REDIRECT (JEFFREY STEPHAN)

BY MR. IMMEL:

Q. I would just ask: The assignment of the mortgage and the information on it, this is not created by anyone at -- this specific document isn't actually created by a member or a worker for GMAC Mortgage, it is actually created by the attorney?

A. Yes.

Q. Okay. So the attorney would have to be relying on business records of GMAC Mortgage in forming this?

A. That would be correct.

Q. Okay. And as to the lost note, this too is created by the attorney, correct?

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A. That is correct.

Q. Okay.

MR. IMMEL: All right. That does it.

MS. ARROYAVE: That's it.

MR. IMMEL: All right. Thank you.

MS. ARROYAVE: We will read.

THE COURT REPORTER: Okay.

(Witness excused.)

(Deposition was concluded.)

Exhibit 7

Exhibit Exhibit

5903
0702113416

USAA FEDERAL SAVINGS BANK

P.O. Box 4025 Coraopolis, PA 15108-6942

USAA

CANCELLATION NOTICE

Notification Date: 09/16/2010

000021 - 000043
ALFREDIA PRUITT
2360 HICKORY STATION CIR
SNELLVILLE, GA 30078-6195

RE: Loan Number: 5903-0000-0702113416
Property Location: 2360 HICKORY STATION CIRCLE
SNELLVILLE GA 30078
Master Policy Number: 6043-0004
Certificate Number: M-7096228
Cancellation Reason: LOAN PAID IN FULL ⟺ Notice

Notice ↑

Dear Customer:

The lender-placed insurance we obtained on your property was cancelled on 09/07/2010 for the reason stated above. If the effective date of the cancellation is later than the effective date of the lender-placed coverage you will receive only a partial credit of the insurance costs we previously charged to you which will be applied to your escrow account.

To receive a credit for the remaining portion of the costs for the lender-placed insurance, please send us documentation, preferably a copy of your homeowner's policy, that shows you had insurance in effect for the period 07/14/2010 through 09/07/2010.

If you have any questions, please call, toll-free, (800) 256-9962, Monday through Friday, 4 a.m. to 8 p.m. PST. Calls to our Insurance Department may be monitored for quality assurance.

Thank you,

Insurance Department
USAA Federal Savings Bank

State Lender is USAA

Exhibit 8

(Exhibit) Attn: Andrew O'Connell

USAA FEDERAL SAVINGS BANK
P.O. Box 205 Waterloo, IA 50704-0205
Servicing

wed. 2

November 4, 2010

Alfredia Pruitt
2360 Hickory Station Circle
Snellville GA 30078

RE: Account Number: 0702113416
Property Address 2360 Hickory Station Circle
Snellville GA 30078

Dear Alfredia Pruitt:

This is in response to your recent letter received in our offices on November 3, 2010 in which you requested your mortgage Note and the identity of the owner of your loan.

USAA Federal Savings Bank disputes the claims made in your letter relating to our foreclosure process. We are committed to preserving the integrity of the foreclosure process and have taken all steps necessary to ensure that all applicable foreclosure requirements are being met.

The requirements for enforcement of a mortgage loan agreement depend on state law and possession of an original note is not necessarily a requirement. Nevertheless, we are providing you a copy of the original Note as a courtesy (see enclosed). Failure to provide you with the original Note does not relinquish your responsibility for repayment of the debt or our rights to collect payment.

The current owner of your loan is Fannie Mae, 3900 Wisconsin Avenue NW, Washington, DC 20016-2892 and phone number 1-800-732-6643. USAA Federal Savings Bank is currently servicing your account, however, and all inquiries should be directed to our office.

Please be aware failure to remit payments can have serious consequences including damage to your credit and possible foreclosure. We understand that no one enters into a loan agreement expecting to have difficulty making payments. Life changes and unexpected hardships can suddenly, and without warning, impact even those who are generally always prepared. We are committed to working with you to identify solutions and find innovative ways to address your particular situation. If you need assistance with your payments, please complete the financial analysis forms available on our website at https://usaa.mortgagebanksite.com, to determine your eligibility for assistance.

If you have any further questions, please contact Customer Care at 1-877-569-4632 between the hours of 7:00 am to 8:00 pm CT Monday through Friday.

Customer Care
Loan Servicing
Enclosure
KB

Exhibit 9

USAA FEDERAL SAVINGS BANK P.O. Box 205 Waterloo, IA 50704-0205
Servicing

08/13/10

ALFREDIA PRUITT

2360 HICKORY STATION CIRCLE

SNELLVILLE GA 30078

RE: Account Number 0702113416
Property Address 2360 HICKORY STATION CIRCLE
SNELLVILLE GA 30078

Dear ALFREDIA PRUITT

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

[] The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

[] The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

[] While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

[] We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

[] We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

[] The payment we received does not represent the correct amount as specified in the agreement.

[] The required payment was not received by the payment due date as specified in the agreement.

[] We have not received the properly signed and executed agreement.

[] You did not meet the requirement(s) for the Home Affordable Unemployment Program.

[] We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

[X] Unable to complete review until credit freeze is removed.

[X] HAMP Program denied. Account is in review for another workout.

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 866-899-5308, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department
Loan Servicing

Residents of North Carolina:If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, www.nccob.gov.

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

USAA FEDERAL SAVINGS BANK
PO BOX 205, Waterloo, IA 50704-0205

April 25, 2011

Alfredia Pruitt
2360 Hickory Station Circle
Snellville GA 30078

why

Something is wrong with this

RE: Account Number: Redacted
Property Address 2360 Hickory Station Circle
Snellville GA 30078

Dear Alfredia Pruitt:

Please be advised that this letter serves as our response to your Qualified Written Request ("QWR") for information regarding the above-referenced USAA Federal Savings Bank account dated April 17, 2011 and received in our office on April 19, 2011.

The above-referenced account was originated on August 30, 2006 with USAA Federal Savings Bank and was service[illegible] USAA Federal Savings Bank since origination. This loan was registered with MER[illegible] Redacted [illegible] was assigned to GMAC Mortgage LLC on November 25, 2008, recorded on [illegible]ber 11, 2008. Please refer to the attached Assignment.

The current owner of the loan is Fannie Mae, 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, phone number 1-800-732-6643. GMAC Mortgage is currently servicing the account on behalf of USAA Federal Savings Bank, however, and all inquiries should be directed to our office.

We have enclosed a copy of the account's payment history as required by the Real Estate Settlement Procedures Act ("RESPA").

Additionally, in an effort to be responsive to your request, copies of pertinent documentation USAA Federal Savings Bank has in its records are enclosed.

- Note
- Deed of Trust/Mortgage
- HUD-I Settlement Statement
- Escrow Analyses

Exhibit 10

Exhibit H

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2008 DEC 11 PM 2:28
TOM LAWLER, CLERK

314383

Recorded just b4 the sale Date

Our File No.: 52607708-FTH
Debtor: Alfredia Pruitt
Sale Date: 01/06/2009

Return to
Prommis Solutions, LLC
1544 Old Alabama Road
Roswell, GA 30076

ASSIGNMENT

STATE OF Pennsylvania

COUNTY OF Montgomery

For value received, Mortgage Electronic Registration Systems, Inc. has this day transferred, sold, assigned, conveyed and set over to GMAC Mortgage, LLC, whose address is 1100 Virginia Drive, Fort Washington, PA 19034, as Assignee, its successors, representatives and assigns, all its right, title and interest in and to a certain Security Deed (or Deed to Secure Debt) executed by Alfredia Pruitt to Mortgage Electronic Registration Systems, Inc., dated August 30, 2006, recorded in Deed Book 46975, Page 422, Gwinnett County, Georgia Records.

Property Address: 2360 Hickory Station Circle, Snellville, Georgia 30078

The Assignor herein specifically transfers, sells, conveys and assigns to the above Assignee, its successors, representatives and assigns, the aforesaid Security Deed, the property described therein, the indebtedness secured thereby together with all the powers, options, privileges and immunities therein contained.

The Assignor herein has this day sold and assigned to the Assignee herein the note secured by the aforesaid Security Deed and this transfer is made to secure the Assignee, its successors, representatives and assigns, in the payment of said note.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this Nov. 25th, 2008.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turney, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires May 9, 2011
Member, Pennsylvania Association of Notaries

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:

Title:

By: Kristine Wilson

Title:
(Corporate Seal)

Jeffrey Stephan
Vice President

Kristine Wilson
Assistant Secretary

No co-operate Seal

0117739

Susan Turney

Exhibit 11

CFN 2009R0039556
OR Bk 26721 Ps 4632: (1pg)
RECORDED 01/20/2009 09:08:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before December 05, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, ("Assignor") whose address is FORT WASHINGTON assigned, transferred and conveyed to: **GMAC MORTGAGE, LLC,** ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated December 08, 2005 and recorded December 12, 2005 in Official Records Book 24039 at Page 4836 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

UNIT NO. 204 BUILDING 21150 OF CUTLER LAKES CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 23783 AT PAGE 919, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN SAID DECLARATION

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): GIGI RAGUSA A/K/A GUIOMAR TORREALBA RAGUSA, and JESUS RAGUSA

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on Dec. 16, 2008.

Heatherskeinhart
Witness
Typed Name Heather Reinhart

Laura Craft
Witness
Typed Name Laura Craft

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED
By:
Typed Name: Jeffrey Stephan
Title: Vice President

Attest:
Typed Name: Kenneth Ugwuadu
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF PA
COUNTY OF Montgomery County

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kenneth Ugwuadu as VP and ASST. Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED** this 16 day of Dec., 2008.

Mary Lynch
Notary Public:
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Lynch, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 3, 2009
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:
Brandi Shuler

FILE_NUMBER: F08107588 DOC_ID: M001100

F08107588 *M001100*

CFN 2009R0047414
OR Bk 26725 Pg 3570; (1pg)
RECORDED 01/22/2009 12:44:18
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before December 16, 2008, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AFS FINANCIAL, INC.,** ("Assignor") whose address is _____ assigned, transferred and conveyed to: **GMAC MORTGAGE, LLC,** ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated March 30, 2007 and recorded April 16, 2007 in Official Records Book 25535 at Page 3929 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

LOT 27, BLOCK 7, COUNTRY LAKE HOMES SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 130, PAGE 33, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): FRANCISCO J. RIZO, and MARIA C. RIZO

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on DEC 31, 2008.

Witness
Typed Name Irina Wittman

Witness
Typed Name Iola Wilson

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AFS FINANCIAL, INC.
By: _____
Typed Name: Jeffrey Stephan
Title: Vice President

Attest: _____
Typed Name: Kenneth Ugwnadi
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF Pennsylvania
COUNTY OF Montgomery

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kenneth Ugwnadi as VP and Assistant Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AFS FINANCIAL, INC.** this 31 day of DEC, 2008.

Nikole Shelton
Notary Public:
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nikole Shelton, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Aug. 11, 2010
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:
Brandi Shuler
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
F08110979-GMAC MORTGAGE, LLC- 0601792013

FILE_NUMBER: F08110979

DOC_ID: M001100

F08110979

M001100

CFN 2008R0092397
OR Bk 26195 Pg 2182: (1pg)
RECORDED 02/04/2008 11:51:15
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before December 13, 2007, the undersigned, MORTGAGE ELECTRONICS REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NLC FINANCIAL SERVICES, LLC, ("Assignor") assigned, transferred and conveyed to: GMAC MORTGAGE, LLC, ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated June 15, 2007 and recorded June 22, 2007 in Official Records Book 25724 at Page 433 of the public records of DADE County, Florida, encumbering the following-described real property:

LOT 26, BLOCK 3 OF PALM ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, AT PAGE 4, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): CHARLES JONES, and DONNA JONES

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on _____, 2007.

Signed, sealed and delivered
in the presence of:

Witness
Typed Name Beulah Peterson

Witness
Typed Name Elaine L. Neuman

MORTGAGE ELECTRONICS REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NLC FINANCIAL SERVICES, LLC
By: _____
Typed Name: Jeffrey Stephan
Title: Vice President

Attest: Kenneth Ogwiadu
Assistant Secretary
Typed Name: _____
Title: _____

(Affix Corporate Seal)

STATE OF Pennsylvania
COUNTY OF Montgomery County

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kenneth Ogwiadu as Vice President and Assistant Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONICS REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST NLC FINANCIAL SERVICES, LLC** this _____ day of _____, 2007.

Notary Public:
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan Turner, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018

FILE_NUMBER: F07064402

DOC_ID: M001100

F07064402

M001100

CFN 2009R0070418
OR Bk 26736 Pg 0258: (1pg)
RECORDED 01/30/2009 11:30:25
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before October 04, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR GMAC MORTGAGE, LLC, ("Assignor") whose address is_____ assigned, transferred and conveyed to: **GMAC MORTGAGE, LLC,** ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated November 28, 2006 and recorded December 05, 2006 in Official Records Book 25158 at Page 2369 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

UNIT NO. 307 IN BUILDING 20950 OF BREEZE OF GALLOWAY CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 25089 AT PAGE 3254, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN SAID DECLARATION. LOCATED ON: THE EAST 134.17 FEET OF THE SOUTH 260.00 FEET OF THE NORTH 698.00 FEET AND THE SOUTH 360.00 FEET OF THE NORTH 698.00 FEET LESS THE EAST 134.17 AND THE EAST 54.00 FEET OF THE SOUTH 12.00 FEET OF THE NORTH 702.00 FEET OF TRACT A, OF CUTLER LAKES HOMES PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 160, PAGE(S) 55, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): DANIEL GOLAN, and KIRSTEN GOLAN A/K/A KIRSTEN L. GOLAN

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on January 14th, 2009.

Witness
Typed Name Laura Craft

Witness
Typed Name Heather Kentner

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR GMAC MORTGAGE, LLC
By:
Typed Name: Jeffrey Stephan
Title: Vice President

Attest: Kristine Wilson
Typed Name: Kristine Wilson
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF PA
COUNTY OF Montgomery.

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kristine Wilson as VP and Assistant Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR GMAC MORTGAGE, LLC** this 14 day of Jan, 2009.

Notary Public: Mary Lynch
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Lynch, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 3, 2010
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:
Ralph McGrady
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
F08087409-GMAC MORTGAGE, LLC- 0601693029

FILE_NUMBER: F08087409

DOC_ID: M001100

F08087409

M001100

CFN 2009R0070416
OR Bk 26736 Pg 0256: (1pg)
RECORDED 01/30/2009 11:30:25
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before January 07, 2009, the undersigned, **GMAC MORTGAGE CORPORATION,** ("Assignor") whose address is _____ assigned, transferred and conveyed to: **GMAC MORTGAGE,** LLC, ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated July 18, 1996 and recorded July 24, 1996 in Official Records Book 17287 at Page 2032 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT 10710-1, IN BUILDING 10710 NORTHWEST 7TH STREET OF LAGUNA CLUB CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM AND EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 9009, PAGE 1608, AS AMENDED, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): GUILLERMO PACHECO, ANGELA PACHECO, and EDDIE PACHECO

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on Jan. 19, 2009.

Witness
Typed Name: Nina Wittman

Witness
Typed Name: Tyra Wilson

GMAC MORTGAGE CORPORATION
By: _____
Typed Name: Jeffrey Stephan
Title: Limited Signing Officer

Attest: _____
Typed Name: John Kerr
Title: Limited Signing Officer

(Affix Corporate Seal)

STATE OF PA
COUNTY OF Montgomery

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and John Kerr as LSO and LSO, respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **GMAC MORTGAGE CORPORATION** this 14 day of Jan, 2009.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turner, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

Notary Public:
My commission expires:

Recording requested by, prepared by and return to:
Eleshia Graham
Florida Default Law Group, P.L.
P.O. Box 25018

FILE_NUMBER: F09002016

F09002016

DOC_ID: M001100

M001100

CFN 2009R0065475
OR Bk 26733 Pg 4793 (1pg)
RECORDED 01/29/2009 10:15:16
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before January 07, 2009, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREAT COUNTRY MORTGAGE BANKERS, CORP.,** ("Assignor") whose address is _____ assigned, transferred and conveyed to: **GMAC MORTGAGE, LLC,** ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated December 02, 2003 and recorded December 12, 2003 in Official Records Book 21901 at Page 681 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

LOT 14, BLOCK 9, OF FIRST ADDITION TO HYDE PARK MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): JOSE M HENRIQUEZ A/K/A JOSE HENRIQUEZ, and JOSUE R. HENRIQUEZ

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on Jan 14, 2009.

Witness
Typed Name: Trida Williams

Witness
Typed Name: Tara Wilson

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREAT COUNTRY MORTGAGE BANKERS, CORP.
By: _____
Typed Name: Jeffrey Stephan
Title: Vice President

Attest: _____
Typed Name: Kristine Wilson
Title: Assistant Secretary
(Affix Corporate Seal)

STATE OF PA
COUNTY OF Montgomery

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kristine Wilson as VP and ASST Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREAT COUNTRY MORTGAGE BANKERS, CORP.** this 14 day of Jan, 2009.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turner, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

Notary Public: _____
My commission expires:

Recording requested by, prepared by and return to:
Brandi Shuler
Florida Default Law Group, P.L.
P.O. Box 25018

FILE_NUMBER: F09002267

F09002267

DOC_ID: M001100

M001100

CFN 2009R0047415
OR Bk 26725 Pg 3571: (1pg)
RECORDED 01/22/2009 12:44:18
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before December 16, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR BLUETRUST CAPITAL, LLC, ("Assignor") whose address is _____ assigned, transferred and conveyed to: **GMAC MORTGAGE, LLC,** ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated January 12, 2006 and recorded January 24, 2006 in Official Records Book 24172 at Page 1683 of the public records of MIAMI-DADE County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT NO. 1107 IN THE LOFT DOWNTOWN CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, ACCORDING TO THE DECLARATION THEREOF, RECORDED NOVEMBER 23, 2005 UNDER CLERK'S FILE NO. 2005R1220174, IN OFFICIAL RECORDS BOOK 23989, PAGE 1281, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): MARIELA CARMEN ROMAN

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on DEC 31, 2008.

Witness
Typed Name: Nina Williams

Witness
Typed Name: Ira Whitsett

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR BLUETRUST CAPITAL, LLC
By: _____
Typed Name: Jeffrey Stephan
Title: Vice President

Attest:
Typed Name: Kenneth Ugwuadu
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF Pennsylvania
COUNTY OF Montgomery

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kenneth Ugwuadu as VP and Assistant Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR BLUETRUST CAPITAL, LLC** this 31 day of DEC, 2008.

Nikole Shelton
Notary Public:
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nikole Shelton, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Aug. 11, 2010
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:
Brandi Shuler

FILE_NUMBER: F08110973

DOC_ID: M001100

F08110973

M001100

CFN 2009R0041334
OR Bk 26722 Pg 3253; (1pg)
RECORDED 01/20/2009 14:04:17
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

RECORD AND RETURN TO

PREPARED BY: Rebecca Nilsen, Esquire

RECORD & RETURN TO:
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS A NOMINEE FOR SKY INVESTMENTS, INC. DBA NORTH STAR LENDING residing or located at 1595 Springhill Road, # 310 Vienna, VA 22182 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto GMAC MORTGAGE, LLC residing or located at: FORT WASHINGTON PA 19034 100 Virginia Drive herein designated as the assignee, the mortgage executed by GLADYS BORGES recorded May 28, 2008 in Dade County, Florida at BOOK 26400 and PAGE 0651 encumbering the property more particularly described as follows:

LOT 11, IN BLOCK 5, OF TENNESSEE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and ~~seal or~~ caused these ~~presents~~ to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 16 day of Dec, 2008.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS A NOMINEE FOR SKY INVESTMENTS, INC. DBA NORTH STAR LENDING

ATTEST:
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Heather Reinhart
Print Name: HEATHER Reinhart

WITNESS: Laura Pratt
Print Name: Laura Pratt

STATE OF PA
COUNTY OF Montgomery County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 16 day of DEC 2008 within my jurisdiction, the within named who acknowledged to me that (s)he is Vice President and who are personally known to me or has provided _____ as identification, that for and on behalf of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS A NOMINEE FOR SKY INVESTMENTS, INC. DBA NORTH STAR LENDING** and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS A NOMINEE FOR SKY INVESTMENTS, INC. DBA NORTH STAR LENDING** to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of DEC., 2008.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turner, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov 9, 2011
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

*Jeffrey Stephan

08-64857

CFN 2009R0059352
OR Bk 26731 Pg 0058; (1pg)
RECORDED 01/27/2009 13:17:41
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

RECORD AND RETURN TO

PREPARED BY: Karen A. Thompson, Esquire

RECORD & RETURN TO:
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC residing or located at 1595 Springhill Road, # 310 Vienna, VA 22182 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto GMAC MORTGAGE, LLC residing or located at: 100 Virginia Drive Ft. Washington, PA 19034 herein designated as the assignee, the mortgage executed by MARINA VAZQUEZ AND SILVIO DE LA ROSA recorded August 21, 2006 in Dade County, Florida at BOOK 24839 and PAGE 3618 encumbering the property more particularly described as follows:

LOT 1 IN BLOCK 4, JEWEL HEIGHTS, ACCORDING TO THE PLAT THEREOF, ASRECORDED IN PLAT BOOK 11, AT PAGE 65, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 30 day of DEC, 2008.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC

ATTEST:
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Nina Williams
Print Name: Nina Williams

WITNESS: Tina Wilson
Print Name: Tina Wilson

STATE OF PA

COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 30 day of DEC, 2008 within my jurisdiction, the within named who acknowledged to me that (s)he is Jeffrey Stephan and who are personally known to me or has provided as identification, that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of DEC, 2008.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Lynch, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 3, 2010
Member, Pennsylvania Association of Notaries

Mary Lynch
NOTARY PUBLIC

08-59990

CFN 2009R0067362
OR Bk 26734 Pg 4156: (1pg)
RECORDED 01/29/2009 14:20:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

RECORD AND RETURN TO

PREPARED BY: Courtney Jared Bannan, Esquire

RECORD & RETURN TO:
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS NOMINEE FOR HOMECOMINGS FINANCIAL LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK INC.)** residing or located at 1595 Springhill Road, # 310 Vienna, VA 22182 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto **GMAC MORTGAGE LLC** residing or located at: 1100 VIRGINIA DRIVE FORT WASHINGTON PA. 19034 herein designated as the assignee, the mortgage executed by ~~COURTNEY WASHINGTON~~ recorded **December 26, 2007** in Dade County, Florida at **BOOK 26127** and **PAGE 1036** encumbering the property more particularly described as follows:

*DADCOURT; MILET

LOT 11, BLOCK 31, OF CORRECTED PLAT BUENA VISTA HEIGHTS EXTENSION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 64,OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned, effective as of _____.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 29 day of DEC, 2008.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS NOMINEE FOR HOMECOMINGS FINANCIAL LLC (F/K/A HOMECOMINGS FINANCIAL ~~NETWORK INC.~~)

ATTEST: _____
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Heather Reinhart
Print Name: HEATHER Reinhart

WITNESS: Laura Craft
Print Name: Laura Craft

STATE OF PA
COUNTY OF Montgomery County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 29 day of DEC, 2008 within my jurisdiction, the within named who acknowledged to me that (s)he is _____ and who are personally known to me or has provided _____ as identification, that for and on behalf of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS NOMINEE FOR HOMECOMINGS FINANCIAL LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK INC.)** and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS NOMINEE FOR HOMECOMINGS FINANCIAL LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK INC.)** to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of DEC, 2008.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turner, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

08-59458

CFN 2009R0067397
OR Bk 26734 Pg 4192 (1pg)
RECORDED 01/29/2009 14:20:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

Prepared by: Courtney Jared Bannan, Esquire

Record &Return to: Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

RECORD AND RETURN TO

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR CERTIFIED HOME LOANS OF FLORIDA, INC. residing or located at 1595 Spring Hill Rd #510 Vienna VA 22182 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto GMAC MORTGAGE, LLC residing or located at: 1100 Virginia Dr Ft. Washington PA. 19034 herein designated as the assignee, the mortgage executed by LUIS O. HERNANDEZ recorded August 15, 2005 in Dade County, Florida at Book 23680 and Page 221 encumbering the property more particularly described as follows:

CONDOMINIUM UNIT 7, OF VILLAS LAS PALMAS II, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 19219, AT PAGE 3473, OF THE PUBLIC RECORDS OF MIAMI-DADE OF COUNTY FLORIDA, TOGETHER WITH ALL APPURTENANCE THERETO, AND AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF THE SAID CONDOMINIUM.

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned, effective as of _____.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 25th day of Nov. _____, 2008.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR CERTIFIED HOME LOANS OF FLORIDA, INC.

ATTEST: _____
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Laura Craft
Print Name: Laura Craft

WITNESS: Heather Reinhart
Print Name: Heather Reinhart

STATE OF Pennsylvania
COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 25th day of November, 2008, within my jurisdiction, the within named who acknowledged to me that (s)he is Vice President and who are personally known to me or has provided _____ as identification, that for and on behalf of Mortgage Electronic Registration Systems, Incorporated As Nominee For Certified Home Loans Of Florida, Inc. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by Mortgage Electronic Registration Systems, Incorporated As Nominee For Certified Home Loans Of Florida, Inc. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of Nov. _____, 2008.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Turner, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

Jeffrey Stephan

08-59427

CFN 20100201339
OR BK 23875 PG 0440
RECORDED 06/02/2010 08:58:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0440; (1pg)

RECORD & RETURN TO:
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

RECORD AND RETURN TO

This is a true and correct copy

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED, AS A NOMINEE FOR GMAC BANK residing or located at 1818 Library Street, Suite 300, Reston, VA 20190 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto GMAC MORTGAGE, LLC residing or located at: 1100 Virginia Drive Ft. Washington, PA 19034 herein designated as the assignee, the mortgage executed by JAMES J. SAHNGER AND LISA W. SAHNGER recorded June 7, 2004 in Palm Beach County, Florida at **BOOK 17082** and **PAGE 406** encumbering the property more particularly described as follows:

LOT 14, OSCEOLA WOODS, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN PLAT BOOK 90, PAGE 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed this 21 day of April, 2010.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED, AS A NOMINEE FOR GMAC BANK

ATTEST:
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Carmen Burkholder
Print Name: Carmen Burkholder

WITNESS: Heather Kennard
Print Name: Heather Kennard

STATE OF PA

COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 21 day of April, 2010, within my jurisdiction, the within named who acknowledged to me that (s)he is VP and who is personally known to me or has provided ID. as identification, that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED, AS A NOMINEE FOR GMAC BANK and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED, AS A NOMINEE FOR GMAC BANK to do so. Jeffrey Stephan

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of April, 2010.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Trina Wilbank, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 19, 2013
Member, Pennsylvania Association of Notaries

SR 10-16742/PD

WCM

CFN 20100149904
OR BK 23809 PG 1329
RECORDED 04/22/2010 14:27:59
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1329; (1pg)

RECORD & RETURN TO:
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
Telephone: (954) 453-0365
Facsimile: (954) 771-6052

RECORD AND RETURN TO

This Document is the property of the Palm Beach County Clerk & Comptroller

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBS DITECH.COM residing or located at 1818 Library Street, Suite 300, Reston, VA 20190 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto GMAC MORTGAGE, LLC residing or located at: 1100 Virginia Drive Ft. Washington, PA 19034 herein designated as the assignee, the mortgage executed by MILAGROS T. MAS recorded November 18, 2003 in Palm Beach County, Florida at BOOK 16283 and PAGE 0028 encumbering the property more particularly described as follows:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF FLORIDA, COUNTY OF PALM BEACH, AND DESCRIBED AS FOLLOWS; THE SOUTH 239 FEET OF THE NORTH 1982 FEET OF THE WEST 249 FEET OF THE EAST 2838 FEET OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; SUBJECT TO AN EASEMENT FOR ROAD AND DRAINAGE PURPOSES OVER THE EAST 40 FEET AND THE SOUTH 30 FEET.

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed this 1 day of April, 2010.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBS DITECH.COM

ATTEST:
PRINT NAME: Jeffrey Stephan
Vice President

Signed in the presence of:

WITNESS: Deborah L. Green
Print Name: Deborah L. Green

WITNESS: Ambee Szczepanski
Print Name:

STATE OF Pa.

COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 1 day of April, 2010, within my jurisdiction, the within named who acknowledged to me that (s)he is Jeffrey Stephan and who is personally known to me or has provided PD Radge as identification, that for and on behalf of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBS DITECH.COM** and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBS DITECH.COM** to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of April, 2010.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Trina Wittberk, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 19, 2013
Member, Pennsylvania Association of Notaries

SR 10-16725

Exhibit 12

2360 Hickory Station Circle

Snellville, Georgia 30078

April 17, 2011

Federal National Mortgage Association/GMAC/USAA Federal Savings Bank
Troutman Sanders LLP, Attorneys at Law
Bank of America Plaza
600 Peachtree Street NE: Suite 5200
Atlanta, Georgia 30308-2216

QUALIFIED WRITTEN REQUEST

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Blikey Act.

Redacted

REF: Alleged Account #

To Whom It May Concern:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transaction, reversals actions payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent, and the conversations with your serviced representatives, have been unproductive and have not answered many questions.

Needless to say, I am most concerned. I am worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt of payments that I am currently, or may be legally obligated to.

I hereby demand absolute 1st hand evidence from you of the original un-certificated or

certificated security regarding account numbe Redacted event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one. I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By debt I am referring to the principal balance you claim I owe; the calculated escrow payment any fees claimed to be owed by you or any trust or entity you may service or sub service for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit reporting agency until you respond to each of the requests.

I also request that you kindly conduct your own investigation and audit of this account since it inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

Please respond to all requirements of 12 USC 2605 as follows:

(B) Qualified written request

For purposes of this subsection, a qualified written request shall be a written correspondence, other than a notice on a payment coupon or other payment medium supplied by the servicer, that-

(I) includes, or other wise enables a servicer to identify, the name and account of the borrower, and

(ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.

(2) Action with respect to inquiry

Not later than 60 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request under paragraph (1) and, if applicable, before taking any action with respect to the inquiry of the borrower, the servicer shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower);

B. after conducting an investigation, provide the borrower with a written explanation or clarification that includes

(i) to the extent applicable, a statement of the reasons for which the servicer believes the

accountof the borrower is correct as determined by the servicer

(ii) the name and telephone number of an individnal employed by, or the office or department of, the servicer who can provide assistance to the borrower, or

(C after conducting an investigation, provide the borrower with a written explanation or clarification that includes

(i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and

(ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

(3) Protection of credit rating

During the 60-day period beginning on the date of the service's receipt from any borrower of a qualified written request relating to a dispute regarding the borrower's payments, a servicer may not provide information regarding any overdue payment, owed by such borrower and relating to such period or qualified written request, to any consumer reporting agency (as such term is defined under section 1681a of title 15).

(i) Damages and cost

Whoever fails to comply with any provision of this section shall be liable to the borrower for each such failure in the following amounts:

(1) Individuals

In the case of any action by an individual, an amount equal to the sum of

(A) any actual damages to the borrower as a result of the failure; and

(B) any additional damages, as the court may allow, in the case of a pattern or practice of noncompliance with the requirements of this section, in an amount not to exceed $1,000.00.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 2605(e)(1)(B) (e) and Reg. X 3500.21(f2) of the united States Code as well as a request under Truth in Lending Act [TILA] 15 U.S.C. 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer questions provided in this letter within [60] days of receipt

I demand to know who is the creditor of my loan and who hold the "SECURED INSTRUMENT" (the wet ink document.

Thank you,

Alfredia Pruitt

Alfredia Pruitt



USAA FEDERAL SAVINGS BANK

PO BOX 205, Waterloo, IA 50704-0205

April 25, 2011

Alfredia Pruitt
2360 Hickory Station Circle
Snellville GA 30078

why

Something is wrong with this

RE: Account Number: Redacted
Property Address 2360 Hickory Station Circle
Snellville GA 30078

Dear Alfredia Pruitt:

Please be advised that this letter serves as our response to your Qualified Written Request ("QWR") for information regarding the above-referenced USAA Federal Savings Bank account dated April 17, 2011 and received in our office on April 19, 2011.

The above-referenced account was originated on August 30, 2006 with USAA Federal Savings Bank and was service[illegible] USAA Federal Savings Bank since origination. This loan was registered with MER[illegible] Redacted was assigned to GMAC Mortgage LLC on November 25, 2008, recorded on December 11, 2008. Please refer to the attached Assignment.

The current owner of the loan is Fannie Mae, 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, phone number 1-800-732-6643. GMAC Mortgage is currently servicing the account on behalf of USAA Federal Savings Bank, however, and all inquiries should be directed to our office.

We have enclosed a copy of the account's payment history as required by the Real Estate Settlement Procedures Act ("RESPA").

Additionally, in an effort to be responsive to your request, copies of pertinent documentation USAA Federal Savings Bank has in its records are enclosed.

- Note
- Deed of Trust/Mortgage
- HUD-1 Settlement Statement
- Escrow Analyses